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The Bequest of CLEMENTS COLLARD FRY

R E P L Y

TO A

PAMPHLET RECENTLY CIRCULATED
BY MR. EDWARD BROOKS.

BY

JOHN AMORY LOWELL.

B O S T O N :

PRINTED BY FREEMAN AND BOLLES,
DEVONSHIRE STREET.

1848.



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P R E F A C E .

I feel that some apology is due to my friends and to the public for adopting, on matters of a strictly private nature, the present form of appeal. No one more thoroughly disapproves of such a mode of adjusting individual grievances.

But the course taken by Mr. Brooks seems to leave me no alternative. For, however much disposed I might be, were my own feelings alone concerned, to leave his attack unanswered, the surviving relatives of Mr. Boott, who look to me for a vindication of his character,—the public, who have reposed confidence in my faithful administration of important interests,—and, I may be allowed to add, the honor of a name which has descended to me untarnished,—alike require, that charges of so grave a character should at once be met and refuted.

The necessary line of my defence has obliged me, with the sanction of the persons to whom they were addressed, to make free use of the letters of Mr. William Boott. This requires no apology,—as the printing, by his permission, of the testimony he would have given before the Supreme Court in impeachment of the memory of his brother, and also of extracts from private letters addressed to him by Dr. Boott and Mr. Wells, makes him as much a party to the publication I have answered, as if his name had been emblazoned with that of Mr. Edward Brooks on its title-page.

J. A. L.

Boston, February 16, 1848.

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ERRATUM. — *Page 126, in the last line, for Mr. Brooks, read Mrs. Brooks.*

REPLY.

Few things are more odious in the view of mankind in general, or more repugnant to their instinctive sense of propriety, than an attack on the memory of the dead.

When the deceased is admitted to have been a person of warm and generous feelings, endued with a high sense of honor, and peculiarly disinterested and self-sacrificing, the case is much aggravated.

But when, in addition to all these circumstances, he was the near relative of the parties who make the attack, nothing short of the strongest and clearest necessity can justify or excuse it.

Mr. Edward Brooks has voluntarily placed himself in the attitude of such an assailant; and, as if to provide beforehand some substitute, upon whom he might divert the indignation, which he must otherwise bring upon himself by his meditated attack on the memory of the late Mr. John Wright Boott, he opened the corre-

spondence with me, with printed copies of which he has lately favored a select portion of the public.*

Early in this correspondence, which took place in November and December, 1846, it was apparent that he was seeking, not the truth, but an excuse for his course; the most conciliatory letters, meeting substantially all his supposed causes of complaint, were scouted by him, as mere evasions; until my friends, with whom I had consulted throughout, advised me to decline any further reply.

The allegation in his letters was, that, *at the inquest on the body of Mr. Boott, I had testified that he had been driven to the act of suicide by unjust and injurious charges of mismanagement of his father's estate, and that Mr. Brooks was named by me, as one of the authors of these charges.*

While I respectfully and very distinctly denied having given any such testimony, I was well aware that the correspondence had been opened by Mr. Brooks with an ulterior purpose. I had long before heard rumors of his intention of appealing, in some form, to the public. Within two days of Mr. Boott's death, which occurred in March, 1845, Mr. Franklin Dexter had announced to me, that he had been retained as counsel for Mr. Brooks and Mr. William Boott, and that his clients were determined to have an inquiry into the question of Mr. Wright Boott's sanity. No idea of disputing the probate of his

* His pamphlet is entitled, "A Correspondence between Edward Brooks and John A. Lowell, with Remarks by Edward Brooks, referring to Documents annexed." Boston: 1847. 8vo. pp. 177 and 72.

will was then entertained; and it was obvious to me, that the inquiry spoken of by Mr. Dexter could not fail, ultimately, to assume the form of a written or printed vindication of Mr. Brooks's conduct in his relations with Mr. Boott. Nor do I now believe, that any other form of inquiry was seriously contemplated.

The ulterior purpose of Mr. Brooks, in opening the correspondence with me, was to create some issues between us, on which he might appeal to the public, and which might entail on him the unpleasant necessity of enlightening it, at the same time, on the merits of his quarrel with Mr. Boott.

The correspondence would also serve as an excuse for his next step; which was, to call upon such of the jury of inquest, as he had ascertained, or believed, would give answers not inconsistent with his purpose, to testify before a magistrate, in December, 1846.

He invited me, it is true, to be present on that occasion; but, as he had recently appealed to me, as a gentleman, to inform him of what I had said, and as I had, as I conceived and as my advisers thought, properly met his call, the invitation was viewed by me and by them simply as an insult, and was met, as it deserved to be, with silent contempt.

The object of Mr. Brooks was not to elicit the truth, otherwise he would have summoned all the persons present at the inquest. These were nine in number, — the coroner, six jurymen, Mr. Kirk Boott, and myself. Of these, five only were examined before the magistrate. (pp. 27–31.)

Why did he not call the coroner? I shall presently show, that he had ascertained beforehand that the coroner would not sustain him.

Why did he not call Mr. Kirk Boott? He says, incidentally, in *another* part of his book, that Mr. Kirk Boott was present at the inquest, — designating him as a son of the late Kirk Boott, Esq., of Lowell, as if to intimate that he was too young to understand, or correctly to report the proceedings. But, besides being a nephew of the deceased, he was a gentleman of intelligence, unblemished reputation, and full age. Why did he not call him? I am authorized by Mr. Kirk Boott to say, that Mr. Brooks knew from his own lips, before his book was printed, that he would not have sustained him. Yet the benefit of this statement of Mr. Kirk Boott is nowhere given to me throughout the book.

The inference is irresistible. The simple truth was not Mr. Brooks's object. His object was, to make out a plausible excuse for laying before the public his side of a quarrel with Mr. Wright Boott, — at this late day, when his opponent has been silenced by death, when many sources of evidence which *he* could have furnished are unknown, — and in a form which precludes any compulsory testimony, or cross-examination of witnesses. An investigation of a more unexceptionable character, though tendered to him, as will be shown hereafter, he has not ventured to meet.

How he had probably prepared at least some of the witnesses he did call, and how the examination was conducted, we will now consider.

From a memorandum made by my friend, Mr. Charles G. Loring, December 19, 1846, of an interview he had just held with Mr. Pratt, the coroner, it appears, that Mr. Brooks had made many applications to him (the coroner) on the subject of the inquest; that, among other things, he had inquired, whether there had not been improper management in getting Dr. Putnam put upon the jury, and whether Mr. Lowell had not suggested the questions put to the witnesses, and otherwise interfered at the inquest; and that he (Mr. Pratt) had replied, that Mr. Lowell had had nothing to do with it, and would not have been allowed to meddle, if disposed.

I here pause one moment to ask, how Mr. Brooks, — a gentleman, and a man of naturally generous impulses, — can justify to himself the publishing of the statement of one of the jurors (p. 28), tending to show an improper attempt on my part to bias their proceedings, and his subsequent comment upon this as an established fact, without giving me the benefit of the indignant denial of Mr. Pratt, the coroner, whose duty it was to notice and repress any such improper attempt.

Mr. Pratt further stated to Mr. Loring, that Mr. Brooks had repeatedly asked him about the use of several "little words" by Mr. Lowell at the hearing.

From this we may infer how he had dealt with those members of the jury, whom he saw before the examination, and afterwards summoned to be present at it.

I appeal to every man conversant with human testimony, to consider what is the value of evidence so

procured, after the lapse of nearly two years, when the most upright and conscientious men are so liable to confound what was said by one witness on the stand, with what may have been said by another, or with impressions received *aliunde* at the time, or afterwards gradually made by repeated inquiries and insinuations. It must be remembered, also, that the refusal by Mr. Brooks and Mr. William Boott to sign the deed of the estate in Bowdoin Square was a matter of general notoriety, as was the dissension existing in the family; and that the manner of Mr. Wright Boott's death, and the causes leading to it, were freely discussed in every circle, and could not fail to reach the ears of the jurors, even though no allusion was made to them at the inquest.

The result of the examination was such as might have been expected. Two only of the five witnesses state positively, that I mentioned the name of Mr. Brooks in connection with the family troubles; another has the "impression" that I mentioned his name "as one of the heirs"; but all agree, that my testimony tended, more or less clearly, to the conclusion that the death of Mr. Boott was attributable to uneasiness of mind, caused by "the unhappy difficulties in the family, especially in relation to the estate."

Even to this conclusion, Mr. Brooks's witnesses would hardly have come, if the examination had been conducted with a decent regard to fairness.

We are led to infer that they were all examined together. If so, each had the benefit of having his memory refreshed by the evidence, and by the run-

ning commentaries, of his associates. At any rate, the questions put to them were of so leading a character, that in an open court, where the rights of the adverse party were duly guarded, no lawyer, having any regard for his professional reputation, would have ventured to put them. We are not favored with the questions, as put; but three of the witnesses say: "He [Mr. Lowell] did not say that the letter charged Mr. Brooks with dishonesty, or Mrs. Lyman with being a spy in the house:"—no one of the others, be it observed, having said that I did. I submit to every lawyer, under whose eye these pages may come, whether the words "spy" and "dishonesty" were not put into the witnesses' mouths. The learned counsel, who advised Mr. Brooks in this publication, seem to have taken especial care, that the fact of his having conducted this examination without their presence or participation, should be by him put upon record. (p. 27.)

There is one irrefragable proof, that the words ascribed to me by some of these witnesses had a very different origin. Mr. Brooks supposed, that the sale of the estate in Bowdoin Square to the Mechanics' Charitable Association had been made by me. He so states in his pamphlet, page 9, and again, page 93, in these words: "In April, 1844, Mr. Lowell made another bargain, by which the house was sold to Mr. William Lawrence, at the advanced price of \$46,000." This impression of Mr. Brooks, that the sale had been made by me, was a very natural one, because I had, at an earlier period, conducted negotiations for such a sale with Mr. Lawrence. Now the truth is, that I had no

agency, direct or indirect, in this final sale of the mansion-house. The bargain was initiated and concluded between Mr. Wright Boott himself and a committee of the Association, of which Mr. George Darracott was one. I never even knew that any negotiation was pending, and certainly was not consulted by Mr. Boott about it. Nor did I ever present the deed for the signature of the heirs ; nor did either of them ever state to me the grounds of their refusal. Mr. Brooks himself says so (page 95). "He [Mr. Lowell] never called upon us to request that a deed should be signed, nor to consult either of us upon the subject, although with him we were upon the most friendly terms."

Yet Mr. John L. Andrews, the first of the jurors examined by Mr. Brooks, says, in repeating my testimony, "that he, John A. Lowell, had concluded a sale of the estate in Bowdoin Square ; that, upon an investigation of the title, a doubt existed as to whether Boott, as executor, could convey that estate, and that it was necessary that the heirs should join in the conveyance ; that he, Mr. Lowell, called upon the heirs to obtain their signatures," &c.

It is obviously impossible, that Mr. Andrews, who knew nothing of these transactions beforehand, could have put into my mouth a statement, that the sale of the house had been made by me, (a statement totally at variance with the truth, and yet precisely agreeing with Mr. Brooks's impression of the facts,) had he relied upon his own memory, unassisted by suggestions from Mr. Brooks.

Nor can any conceivable motive be assigned for my

having sworn that the refusal to sign the deed was made to me, personally ; because the fact of the refusal and the grounds of it were perfectly notorious to every one. It would be, however, quite natural for Mr. Andrews to derive such an inference from a statement by Mr. Brooks, that I had made the sale, and that the heirs had refused to execute the deed ; and it is also entirely consistent with all that we know of human testimony, that, upon examination some time afterwards, Mr. Andrews should confound my testimony on the stand, with what he had heard, in conversation, from Mr. Brooks.

It will also be observed, that no one of the witnesses states the refusal of the heirs to sign the deed, as subsequent to the presentment of the accounts ; or in any other way sustains the charge, originally brought against me by Mr. Brooks in the correspondence, that I had stated at the inquest, that I had "represented to the heirs," that "Mr. Boott had made large gratuitous advances to the estate ;" "but that some of them, notwithstanding, refused to sign a deed of the house until the property was taken from his hands." (p. 16.)

I will not waste time by further analyzing the testimony given at this examination. I will only call attention to the statement of Mr. William H. Learnard, that I said that "Mr. Brooks was a violent man." So remarkable an expression could hardly have failed to make a deep impression on any one who heard it. Yet not one of the other eight persons present at the inquest has the slightest recollection or "impression" of any such statement.

I shall now proceed to present the testimony of the remaining four persons who were present at the inquest, but not at the examination, viz. the coroner, Dr. Putnam, Mr. Kirk Boott, and myself.

That of the coroner is contained in the Appendix to Mr. Brooks's pamphlet (p. 62), not presented with the other testimony in the text, and is put entirely out of view in his commentary upon that testimony. It was rendered within a few days after the inquest, when all the facts were fresh in his mind, and was not elicited by any intimation of what Mr. Dexter had reported him to have said, or of any points between the parties, as Mr. Loring expressly states in his letter communicating it to Mr. Dexter. (App. p. 62.) Evidence, so given, will, in the judgment of persons competent to judge, outweigh a volume of such as Mr. Brooks has procured under the circumstances above enumerated.

Mr. Kirk Boott and Dr. Putnam were both conversant with my situation in relation to the deceased and his family, and were therefore more competent than strangers to appreciate my conduct at the inquest. The former (Mr. Kirk Boott) informs me, that, on returning home, he told his mother that I had testified with a reserve and tenderness towards the absent, and a self-possession, which my known attachment to his uncle, and the excitement attending so horrible a catastrophe, rendered quite remarkable. A friend of Dr. Putnam informs me, that, on his return from the inquest that evening, he, also, expressed in strong terms his sense of the extreme caution and forbearance which I had shown in my testimony.

I will first give my own statement, drawn up on receiving Mr. Brooks's letters on the subject.

MY OWN STATEMENT.

I stated to the jury, substantially, in reply to the question, whether I had known of Mr. Boott's being troubled in mind on any subject, — that there had been family dissensions, of the merits of which I knew nothing; that, latterly, Mr. Boott had been summoned to settle his accounts as executor of his father's will; that he had presented an account at the probate office, showing a balance in his favor, which had been allowed; that he had been somewhat troubled in his mind by a refusal of some of the heirs to sign a deed of the house, but that this had finally been done; that, these causes of uneasiness being removed, I had hoped his mind would have been more tranquil; that I had advised him to give up the trust under his father's will, and retire into the country, that he might be removed from all causes of agitation.

Upon being asked whether I thought that his uneasiness and distress of mind amounted to insanity, I said I did not.

In answer to a general inquiry, who were the members of Mr. Boott's family, I enumerated them, beginning with his mother, and following down in the order of seniority.

I did not in any other way, or in any other connection, mention the name of any one. I am confident that I did not say that I, "as a friend of the family, had examined the accounts, and found that there was no ground of complaint;" nor that I had "so represented it to the heirs"; nor that "some of them had, notwithstanding, refused to sign a deed of the house." Indeed, such statements have an inherent absurdity. The refusal to sign the deed occurred in May, 1844; no

request that they should sign it was, after that period, ever made to them ; whilst the accounts were not made up, or presented, until November, 1844. This attributing of an antecedent event to a subsequent cause, requires a peculiar constitution of mind. To me, it would have been impossible.

In fact, I was exceedingly cautious, entertaining at that moment sincere hopes that the sad event which had occurred would soften the hearts of the survivors towards each other, and was very anxious that no unguarded word of mine should produce irritation, and thereby prevent so desirable a consummation.

THE CORONER'S STATEMENT.

(Brooks, App. p. 63.) “ Mr. Pratt said, that at the inquest the jury asked the coroner, whether he had seen the letter, and he told them that it was opened in his presence ; that he then inquired of Mr. Lowell, if the letter alluded to the suicide, and he said it did. That, at the inquest, Mr. Lowell stated, that Mr. Boott's accounts had been disputed, but that they had been passed, and he (Mr. Lowell) had supposed that his mind was relieved upon that point. That he (Mr. Boott) would have been entitled to a large sum on the decease of his mother. That he (Mr. Lowell) had advised Mr. Boott to retire into the country upon the sale of the mansion-house, and had offered to advance to him the means of building himself a place ; and that he did not know of any recent cause of trouble.”

“ And, at the close of the conversation, he added, that he did not know till this moment that Mr. Brooks's name was mentioned in the letter ; and that Mr. Lowell had never mentioned Mr. Brooks's name in his presence, excepting in reply to the question, who were the members of Mr. Boott's family, and has no idea now, whether the allusions are favorable or unfavorable.”

MR. KIRK BOOTT'S STATEMENT.

Boston, January 4, 1847.

JOHN A. LOWELL, ESQ.

DEAR SIR,

You asked me, some days since, what my recollections were of your testimony before the coroner's jury, held at the time of my uncle Wright's death.

I recollect, very clearly, that you stated, that you had known my uncle for many years; that lately his mind had been much disturbed; that there had been differences between him and other members of the family, of which you did not know the merits; that you named to the coroner the different members of the family, but did not state who were the friends of my uncle, and who were not. The coroner said he did not wish to inquire into family matters. You told him you had received a letter, written by my uncle the day of his death; that you would prefer not to show the letter, as it contained charges, which he was not here to substantiate. The coroner did not see the letter, neither did you state to him any thing it contained relative to family troubles.

In reply to the coroner's questions, you told him, that my uncle's accounts had been questioned, but that they had been settled some time since. You did not say by whom his accounts had been disputed, or that you considered this to have induced his death.

This I believe to have been the substance of your testimony, and I should be willing to take oath to what I have stated.

Yours very truly,

KIRK BOOTT.

DR. PUTNAM'S STATEMENT.

December 21, 1846.

DEAR SIR,

You ask me to state my recollections of the evidence before the coroner's jury, in the case of Mr. J. Wright Boott.

Your evidence was substantially this: That Mr. Boott had lately made up his accounts, as executor of the estate of his father; that

objection had been taken to said accounts by some of the heirs, but that they had been finally passed ; that, pending the settlement, Mr. Boott had been much troubled in mind.

You stated the fact, that dissension had existed in the family ; but expressed no opinion in regard to such dissension, nor did you mention the name of any person in connection with it.

You produced a letter recently received from Mr. Boott, relating, as you said, chiefly to private affairs. The coroner declined hearing any thing of a private nature ; and, under his direction, you read such portions only, as he considered requisite, and sufficient for the proper investigation of the case.

The evidence of Mrs. Lyman, and that of the domestics, related chiefly to the individual peculiarities of the deceased.

In answer to a question, Mrs. Lyman stated, that Mr. Boott took his meals alone ; but she added, " I wish it to be understood, that this was my fault, not his."

Yours truly,

C. G. PUTNAM.

J. A. LOWELL, Esq.

I have since received from Dr. Putnam the following note, in relation to a matter personal to himself.

November 24, 1847.

DEAR SIR,

I notice in the pamphlet issued by Mr. Brooks, that he questioned members of the jury, whether some one did not propose to embody in the verdict the fact that Mr. Boott was sane.

Two of the five had no recollection of it. Each of the three, who thought they heard the proposal, disclaims having made it ; — therefore, by the process of exclusion, the imputation rests on me. I made no such proposition, and heard none.

I wish to correct a statement respecting yourself. It is represented, that you controlled the course of the inquiry at the inquest, and that you curtailed the testimony of Mrs. Lyman.

Such was not the fact. No questions were put by witnesses,

and Mrs. Lyman's testimony was not checked, or in any way interfered with ; but parts of it, at her request, were not recorded by the foreman.

Yours truly,

C. G. PUTNAM.

J. A. LOWELL, Esq.

Such are the statements made by those persons, who, from their previous knowledge of the relative situation of the parties, would take the deepest interest in the evidence presented at the inquest, and therefore pay the strictest attention to it.

Previously to the publication of Mr. Brooks's pamphlet, he knew that the coroner would not sustain him in his charges against me ; and he had been expressly informed by Mr. Kirk Boott, that he well remembered that I had not given any such testimony to the jury, as Mr. Brooks alleged. Yet Mr. Brooks suppresses these denials, while he spreads out before his readers that part of the testimony which tends to sustain his views, as a justification of his course, and as conclusive evidence against me.

It will, I think, be very apparent from this testimony, that I made no statements at the coroner's inquest of which Mr. Brooks had just cause to complain. So far from endeavouring to impress upon the jury, that Mr. Boott's suicide was attributable to the dissensions in the family, I brought distinctly to their notice, that both in the matter of his accounts, and in that of the sale of the house, all difficulties had been adjusted, and his mind relieved upon those points, and that I " did not know of any recent cause of trouble." Is it not

quite evident, that, if these dissensions had not acquired an unfortunate notoriety before Mr. Boott's death, the jury would never have derived from my testimony any impressions unfavorable to Mr. Brooks, or to any one else ?

I shall have occasion, in another connection, to consider more fully the motives that governed my conduct, both immediately before, and at the inquest ; motives, that I shall show to have been those of kindness towards all the parties to this unhappy controversy. I will now only notice one or two instances, in which Mr. Brooks has strangely distorted my meaning on that occasion, finding food for suspicion in what was susceptible of the simplest and most natural explanation.

Immediately after ascertaining the fact of Mr. Boott's suicide, I hastened to Mr. Brooks's office, to inform him of the melancholy event, and to concert with him the necessary measures to be taken for holding an inquest on the body. In the conversation which ensued, I stated to him that there was reason to believe, that Mr. Boott had written one or more letters the preceding evening, and had deposited them, at a late hour, in the post-office. I told him, that I had received no letter from him, and that probably he had written either to Mrs. Wells or to Mrs. Ralston. Mr. Brooks and myself proceeded together in search of a coroner ; but, as it was past two o'clock, and Mr. Brooks was naturally anxious to hasten home with the sad intelligence, he left me at the door of the building, in which the coroner's office is situated. I found that the coroner had gone to dinner ; and, on returning to my

own house, I received the letter produced by me at the inquest, inclosing Mr. Boott's will, and notifying to me his intended self-destruction.

From these simple facts, Mr. Brooks attempts to make it appear, that I had received that letter in the morning, before I called upon him, and that I suppressed that fact, and indeed asserted the contrary, to prevent him from appearing as a witness at the inquest. This he endeavours to make out from the circumstance, that he left me at the door of the coroner, and that, when I afterwards saw that officer, I avowedly had the letter.

He also expresses great astonishment, that I should not sooner have received a letter, which had been dropped into the post-office the night before. Now every business man knows, that such delays are of constant occurrence at our post-office; letters, so deposited, not being ordinarily attended to till after the morning distribution of the mails. Besides, what does Mr. Brooks mean to intimate? That I had received a letter, advising me of the contemplated suicide of my friend, early in the day, and that I had, for some ulterior purpose of my own, quietly waited, till I should hear from the house, that the mischief was beyond remedy, and that the vital spark had fled? I hardly think that Mr. Brooks could have fully appreciated the bearing of his insinuations. It only illustrates the perversity, with which, throughout this business, he has misinterpreted my feelings and actions.

To put this matter at rest for ever, I subjoin a note addressed to me on the subject by Dr. James Jackson.

DEAR SIR,

In reference to the letter, written to you by the late Mr. Wright Boott on the evening before his death, I remember certain things very distinctly, which I will state.

I went with you to Mr. Boott's residence on the day after his death, between twelve and one o'clock, in consequence of a note to you from Mrs. Lyman, written very obviously under great agitation, asking you to go to Mr. Boott's, and to take me with you.

When arrived there, we found Mr. Boott dead, and obviously by his own hand. Mrs. Lyman related to us the circumstances she knew respecting her brother's movements the preceding evening. From these it seemed certain, that he had written one or more letters on that evening, and had gone out at a late hour, and after a short time had returned, and gone to his bed-chamber. The inference was, that he went abroad to deposit his letter, or letters, in the post-office. It was at once suggested, that he would have written to you, under the circumstances in which he was, more probably than to any one else ; but you said, that you had not received any letter from him. You and Mrs. Lyman then examined the drawers in the chamber, such as were not locked, to see if he had left any note, or letter, in them ; but none was found.

When we left the house in Bowdoin Square, we walked together to Pemberton Hill ; I turned up into the Square, and came home ; you went down Court street, to take measures in reference to the sad event which had occurred. This was near two o'clock, as nearly as I can remember, but not two. I went home, and, as soon as I had attended to some affairs there, I went into your house with a view to some arrangement for informing Mr. Wells's family of the melancholy occurrence. My brother Patrick went into your house either just before, or just after me. On my entrance, you told me you had just got the letter, and you held in your hand a thick letter ; you were crossing the room at the moment ; you then sat down by the window, and broke the seal of the letter. After looking through the letter hastily, you read to us some parts of it, but not the whole, as I supposed and understood at the time.

At the same time you stated to me, that you had seen Mr. Ed-

ward Brooks since you had parted with me, and that you had also taken some measures in relation to a coroner.

I am, dear sir,

Yours truly,

JAMES JACKSON.

Pemberton Square, December 3, 1847.

TO JOHN A. LOWELL, ESQ.

Another instance of a like kind is the attempt to fix upon me a proposal, that the coroner's jury should bring in a verdict that Mr. Boott was a sane man. Upon this proposal, very rightly characterized by Mr. Brooks as an extraordinary one, there are some severe comments. But the learned counsel of Mr. Brooks might have informed him, that no one is permitted to be present at the deliberations of a jury. The proposal, if made, came from one of themselves. Was Mr. Brooks ignorant of this? or, knowing it, was he willing to hazard the innuendo, trusting to the ignorance of his readers?

It is also intimated that I omitted, from some sinister motive, to inform Mr. William Boott, as I had offered to do, on his arrival from Lowell, of the melancholy event that had occurred.

The answer is simple. When Mrs. Lyman had given her evidence, she left the parlour. I waited upon her to the door of her own apartment. She was in a state of great agitation, and begged me not to leave the house without seeing her again.

I was the last witness examined, and as soon as I got through, I called upon Mrs. Lyman. She was in such distress, that it was impossible to leave her till the

arrival of one of her nephews. So much time had thus been taken up that it was dark before I left the house, and the cars from Lowell had long since arrived. I had no doubt that Mr. William Boott had heard of the event, which was by that time known all over the city. It never occurred to me to assure myself of that fact, as I perhaps ought to have done, by calling at his lodgings.

There would be no end of following out all the petty insinuations, with which this production abounds. I will make one general answer, and then leave, for the present, that part of the subject which is personal to me.

I had no interest whatever in the settlement of Mr. Boott's accounts, or in the verdict of the jury of inquest. The debt of \$25,000, due from Mr. Boott, was not due to me personally, but to the estate of Jonathan Amory, of which I was the trustee, — and for this I was amply secured at the period of his making up his accounts; at the time of his death, I had been paid in full, except a small balance of interest, by having exchanged his debt for his proportion of the note of Mr. William Lawrence, given for the purchase of the mansion-house.

It was my earnest desire, at the inquest, to give as little publicity, as possible, to the family quarrels. I knew, that a verdict of suicide, by a coroner's jury, involves, in this country, no consequences; that it does not necessarily express any opinion on the question of insanity; and that, when it does, it cannot be introduced, even as *primâ facie* evidence, in a trial on the probate of the will. Under these circumstances, who

will believe that I was actuated by any motive whatever, but one of kindness to all the family. I was on good terms with them all at that time. I knew nothing whatever of the merits of their quarrels, having refused, as far as I could, to hear either party ; and I really believed that the settlement effected with Judge Warren, had put an end to all causes of trouble. I was not a voluntary, but an indispensable witness, being the only person, who knew from Mr. Boott himself the fact of the suicide.

Much stress is laid, in Mr. Brooks's pamphlet, upon a supposed disregard, on my part, of the feelings of the surviving members of the family, in procuring, or influencing, the verdict of the jury. In the first place, it is utterly untrue, that I interfered with, or attempted to influence, that verdict at all, except by my own testimony, under the obligation of my oath ; but if I had, it is to be remembered, that six out of the eight surviving members of Mr. Boott's family did not believe in his insanity, and desired no verdict contrary to the truth ; and for reasons, which I shall detail in another connection, I sincerely believed then, as I do now, that the kindest view, that could be taken of the conduct of those with whom Mr. Boott was at variance, was, that they had never practically believed him to be insane.

With the exception of the points noticed above, it must have been evident to any careful reader of the pamphlet, that the real issues are between Mr. Boott and Mr. Brooks ; though, to mask his attack on the memory of the dead, and avert the revulsion of feeling such an attack must create, Mr. Brooks has seen fit to represent

me as a veritable Mephistophiles, persuading everybody about matters within their own personal observation, controlling public opinion, managing, plotting, contriving, making people's wills, effecting compromises against the interest and honor of the parties, procuring decisions of courts of probate without opening my lips, and finally putting the complainant and his associates *hors de combat* without firing a gun!

As the friend and former partner of Mr. Boott, and as the executor of his will, I had a clear duty to perform; I have performed it according to the dictates of my conscience, firmly but without unkindness to any one. I have not interfered in any family dissensions, directly or indirectly. When appealed to as to facts within my knowledge, or when my opinion as to Mr. Boott's character, or the state of his mind, has been called for, I have given those facts and expressed that opinion frankly and fearlessly, as I shall ever continue to do at suitable times and places;—but I have not given facts, or stated opinions, in a partisan spirit, or with any desire that they should do injury to any one. All those persons who have been in habits of daily intercourse with me well know, that I have rarely spoken of these matters, and always with reserve and moderation.

My duty to the memory of Mr. Boott requires, that I should give some account of such facts within my own knowledge, as may elucidate the matters in controversy, and that I should give it at this time, and in the present form.

I went into the counting-room of Kirk Boott & Sons, in September, 1815, when under seventeen years of age, and remained with them till March, 1819. I was treated with great confidence and kindness by the excellent head of the house, and by his sons; and I have ever since felt, that their influence and example were of no small advantage to me at that critical period of my life. I have endeavoured since, in some feeble measure, to requite that early kindness; and I most sincerely regret, that any circumstances should have brought me into unpleasant relations with any member of that family.

Mr. Boott, the father, died in January, 1817. He was a man of very marked character, in many points strongly resembling his gifted but unfortunate son, the late Mr. J. Wright Boott. Like him, to a reserve and sensitiveness, that made him reluctant to converse with strangers on topics personal to himself, he united a delicacy and fear of wounding the feelings of others, a high-minded generosity, and a depth of attachment to those he loved, which were quite peculiar; qualities, which, appreciated and requited, form the surest foundation of domestic happiness, but which render the individual too keenly susceptible to any thing like ingratitude or want of affection.

By his will he provided that the business of the co-partnership, in which he was engaged with his sons J. Wright Boott and Francis Boott, should be continued, just as if he had been alive, until the 19th of March, 1818, the day when his son James would come of age; that, in the mean time, the executors should

invest from his share of the capital the amount of the trust funds, created by the will for the benefit of his widow and two maiden sisters ; that after the 19th of March, 1818, if his sons should form a new copartnership, they should employ in the business the portions of his minor children, three in number, until they should respectively come of age. He gave to his widow the right of occupying the mansion-house during her life, free of rent ; and, after a few specific legacies, he left the residue of his property, with a reversion in the mansion-house and the trust funds, equally to his nine children. The execution of this will devolved, by the resignation of the other executors, upon his eldest son, the late Mr. J. Wright Boott.

I shall show that he faithfully complied with all the material provisions of the will.

Acting under the advice of my father, he returned an inventory of the real estate, and of the property specifically devised. It is apparent, that, as the testator had provided that the copartnership should continue, just as if he had been alive, his capital in trade formed no proper subject of an inventory at that moment, as it was not in the hands of the executor.

Previously to the 19th of March, 1818, Mr. Wright Boott invested the trust funds, as directed by the will, and made them the subject of a first account, dated on the 1st of April in that year.

At that time a new copartnership was formed under the same name, of Kirk Boott & Sons. To this house, of which the executor was the senior partner, was con-

fided the task of disposing of the stock of goods, and collecting the outstanding debts, of the old firm. As the business of Kirk Boott & Sons had been that of importers of British goods, for sale, almost exclusively, to country traders, a class of persons proverbially dilatory in their payments, the process of liquidation necessarily occupied several years.

As nothing had been taken from the capital in trade except the sums necessary for investing the trust funds, and as the testator left no other property than his proportion of that capital, except the mansion-house and the property specifically bequeathed, his share of the result of this liquidation would determine the dividend to which the heirs would be immediately entitled.

To ascertain what this dividend might be expected to amount to, it is necessary to go back to the death of the testator.

My position enabled me to see and know a great deal about the course of the business of the first firm of Kirk Boott & Sons, of which the father was a co-partner. The stock, or private partnership, ledger was never exposed to the inspection of the clerks. I consequently cannot state positively the amount of capital in the firm, nor the proportions of it owned by the partners. The generally received opinion among the clerks, ordinarily disposed to overrate rather than to undervalue in such cases, was, that the property of Mr. Boott, at the time of his death, was about \$280,000; and that of Mr. J. Wright Boott, who had been a partner of his father for about seven years, was

estimated at about \$70,000. The store in State street, specifically devised to him, would raise this sum to about \$80,000, independently of the share he was to receive in common with the other heirs.

This estimate of the property of Mr. Boott, senior, would give to each of the heirs, besides their reversionary interests, about \$15,000 each; and I well remember that it was at that time estimated at about that sum.

The copartnership, however, met with very heavy losses after the death of Mr. Boott.

These were owing in part to the political circumstances of the times. The double duties which had been levied during the war were repealed in 1816, and there was in consequence a great fall in the value of merchandise. Kirk Boott & Sons had a very heavy stock of goods, which were sold at a great sacrifice. Their country customers, who had bought very largely at the high prices under the excitement of the return of peace, suffered in the same way, and began to fail on every side. To crown this series of misfortunes, Mr. Kirk Boott, of London, a relative of Mr. Boott, senior, who had formerly been a partner of the house of Boott & Pratt, and who was the agent in England of Kirk Boott & Sons, became bankrupt in June, 1817, owing them a very large sum of money, I think about £10,000 sterling. Of this, very little was ever recovered.

From what I saw and knew of these losses, I came to the conclusion, that, if the sum coming to the heirs as residuary legatees had not, before they occurred,

much exceeded the received opinion, these events would reduce it below the sum of \$10,000 for each, which the will permitted the executors to advance to some of them. When it came to my knowledge, some years afterwards, that Mr. Wright Boott had paid them all \$10,000, and upwards, I felt assured that he had overpaid them; and this opinion I have expressed to nearly every one of them during the last twenty years.

As I left their employment in less than a year after the formation of the second partnership of Kirk Boott & Sons, I cannot speak with so much confidence of the result of the *liquidation* of the outstanding business of the first firm. Since, however, that liquidation could not begin, by the terms of the will, until the 19th of March, 1818, and the large stock of goods on hand sold very slowly, it remained subject to the appalling reduction of prices, which, as every importing merchant will well remember, was consequent upon the resumption of specie payments by the Bank of England in the latter part of this year or the beginning of the next. They had not, like the new house, the opportunity of availing themselves of the low prices to replenish their stock.

The business of the second firm, which consisted of Mr. J. Wright Boott, Mr. Kirk Boott, and Mr. James Boott, was continued a little less than four years, and was closed on Mr. Kirk Boott's removal to Lowell, then Chelmsford, to take charge of that new enterprise, in January, 1822. I shall show, in another connection, that the result of this business was not attended with any loss.

At this period I formed a partnership with Mr. Wright Boott to continue the same business under the firm of Boott & Lowell. I did so at the solicitation of Mr. Kirk Boott, who stated to me that he did not believe his brother would continue it, unless I would join him, and that the business was too good to be abandoned. This I had every reason, from my own experience, to believe; for I had been in the same business during the preceding three years, with the disadvantage of having no established name, and I had found it lucrative.

During the first year of the partnership of Boott & Lowell, Mr. Wright Boott was absent in Europe, and nearly every thing relating to the pecuniary concerns of the family devolved upon me; and I then became assured, of what I had before surmised, that there never had been realized from the estate so much property as had been popularly represented. Mr. Boott had entered into no speculations, but had adhered to the business of the firm. The losses, that I had witnessed, had been incurred while the father's estate was lawfully a partner; and my own experience and Mr. Kirk Boott's representations satisfied me, that none had been experienced since.

Our partnership was dissolved in 1824; and from that time I had no knowledge of Mr. Wright Boott's affairs, until about the month of August, 1831, when I was consulted by my friend Mr. Kirk Boott upon some embarrassments that had grown out of the connection of his brother in the business of the Mill Dam Foundry with Messrs. Lyman & Ralston, whose bankruptcy was

then, and had been for some time, apprehended. A settlement was, however, by my intervention, soon after effected, and they did not fail.

I had had no personal dealings with Mr. Wright Boott, except that I had lent to him a few years before a large sum of money from the trust funds in my hands, belonging to the estate of Jonathan Amory, on a pledge of manufacturing stocks. These stocks stood at the time of his making the loan, and had always stood, in his own individual name. In May, 1831, Mr. Brooks proposed to me that the right of redemption of these shares should be conveyed to Mr. Boott in his capacity of executor, subject to my debt ; and he suggested, as the simplest mode of doing this, that I should convey the shares to Mr. Boott in that capacity, receiving simultaneously a reconveyance back. The legal effect of this he stated to be to invest the equity of redemption in the estate, and nothing more.

I answered, that if Mr. Boott acceded to it, I should not object, provided it were understood that I was to reserve the amount of interest due to my trust out of the dividends, and that I did not waive my right to pay myself, whenever I should deem it necessary, by a sale of a portion of the stock.

It is obvious, that I could not be actuated in this arrangement by any motive, but that of doing a kindness to Mr. Brooks and the family. I had perfect security in my hands ; but, on the other hand, I felt confident that I was dealing with men of honor, who would never turn to my disadvantage a measure adopted exclusively for their benefit and at their own urgent request.

Mr. Brooks is mistaken, when he says (page 43) that in our conversation in May, 1831, I agreed with him that the shares pledged to me, though standing in the name of Mr. Wright Boott, were in reality a part of the assets of his father's estate. This is impossible ; for it was not until August, 1831, that is to say, three months later, that I was consulted about the affairs of Mr. Wright Boott. I knew nothing about them, except from Mr. Brooks himself, and could not, of course, either affirm or deny any representation he might see fit to make on the subject.

When Mr. Boott was called upon by his brother William, in June, 1844, to settle his accounts at the probate office, he applied to me for that portion of them which related to the time when he had been my partner, which I furnished to him. Subsequently he brought me all the papers which he had collected relating to his accounts, that I might put them in form for him. This was the whole extent of my agency in the matter. I do not know upon what authority Mr. Brooks undertakes to attribute to me any further responsibility than that of having aided Mr. Boott to the extent above specified. I made up the account certainly ; but it was from the materials furnished to me, and on the principles indicated, by Mr. Boott himself. It is the theory of Mr. Brooks's pamphlet to represent Mr. Boott as a mere instrument in my hands. So far from this having been true, he showed throughout this transaction a most accurate memory, and a clear perception of his own rights and of his obligations to others.

He stated to me, that he had paid to each of the

heirs more than the \$10,000 charged to them, but that he was determined to bring in an account that could not be disputed. He never expressed any doubt of being able to show, that he had never received from the estate more than he had credited in the account.

I knew, of course, that he had no papers beyond those he brought to me ; and I was not surprised at this, because he had received a discharge from the heirs eleven years before, and had considered the whole matter as settled. The business of all the copartnerships had been closed more than twenty years before. The partnership accounts between the father and sons, and afterwards between the brothers, I never saw ; nor do I know how they were kept. I only know, that they were regularly made up and settled on the first of February in each year.

Knowing that Mr. Boott had received a discharge in full, which would be a complete bar against all demands, I asked him why he did not commence his accounts from the date of that discharge. He answered ; "No, Mr. Lowell ; I am determined to begin from the beginning, and show that the estate has not been wasted in my hands."

I made up the accounts from the data he furnished, and the result was the one exhibited at the probate office, showing a balance in his favor, for advances, of about \$3,700. This did not surprise me for the reasons stated above, and it appeared to be what Mr. Boott expected.

These accounts were presented at the probate office as soon as they were made up. Mr. Brooks says, in his

pamphlet, that he has reason to believe that they were made up nearly six months before (p. 121.) This is a mistake, as will appear from Mr. C. G. Loring's letter to Mr. William Boott, in answer to his of the 7th of November, 1844, in which he says: "The accounts of your brother have not yet been made up, though I believe that the materials are now all at hand." (App. p. 43.)

Mr. Brooks says (p. 121), that for nearly six months Mr. Boott "positively refused to sign that, or any other account which represented himself to be a creditor of the estate." This he states on my authority, and says that he is corroborated in the assertion by Mr Franklin Dexter and Mr. William Boott, to whom I mentioned it, except as to the length of time during which the refusal continued; and he adds, that it is due to me to say that I mentioned the fact only as a proof of Mr. Wright Boott's disinterestedness of character.

He chooses to view it, however, as a proof that the account was false; and thus effects a double purpose, of charging me with preparing, and Mr. Boott with signing and swearing to, an account we both knew to be false.

Thus he distinctly charges me (page 87) with inducing Mr. Boott to adopt a form of account exhibiting a balance in his favor, and again (page 171) with making up the accounts and inducing Mr. Boott reluctantly to adopt them.

Now, so far is this from being true, that Mr. Boott never for one moment refused to sign the accounts, or expressed any doubt of his being entitled to the

balance they exhibited. He did, however, intimate an intention of refusing to accept it. This occurred at an interview at Mr. Loring's house a few days before the accounts were presented.

Mr. Loring and myself both told him, that there could be no propriety in such a step. Mr. Boott's feeling seemed to be, that his having accepted the discharge, which the heirs had voluntarily tendered to him in 1833, amounted to a settlement on the basis of "*uti possidetis*," and on an honorary understanding that that they would mutually claim no balances of each other.

To show that this was the real state of the case, I subjoin two statements.

The first is an extract from a letter from Mr. C. G. Loring, which will be given at length in another connection.

"Mr. Boott expressed his firm conviction, that, if he had charged all that he had expended for the heirs, and could exhibit a detailed statement of his appropriations of the property in his hands, a larger balance would be found due to him ; but he seemed disposed to relinquish any claim for that exhibited, under the pressure of the circumstances in which he was placed by his inability to render detailed accounts, and the imputations made upon him of abuse of his trust ; and this is the more deeply impressed upon my memory by the fact, that in replying to him upon that subject, I designated the course he proposed as Quixotic, and felt constrained to apologize for the phrase from a sense of its seeming impropriety as used towards one of the mild and dignified deportment which he had uniformly exhibited."

The other statement is in a letter to me from Edward G. Loring, Esq., to whom I related the anecdote at the time.

MY DEAR SIR,

At the time Mr. J. W. Boott's accounts in relation to his father's estate were stated for the probate court, you informed me, that, when the balance shown by them was communicated to Mr. Boott, he replied, that he always had known the estate was in debt to him, but that he did not wish to stand urging demands, as a creditor, against his brothers and sisters.

At the time, this remark of Mr. Boott's, so consonant with his character, was stated to me by others cognizant of it.

Very truly yours,

EDWARD G. LORING.

December 31, 1847.

That a generous and high-minded purpose of this sort should be turned into a weapon against Mr. Boott, to bear out the imputation, that he had knowingly defrauded the heirs, and sustained the fraud by his oath, is one of the most cruel perversions of truth in this whole pamphlet. The anecdote rests on my statement. Mr. Brooks says, that I mentioned it as an instance of Mr. Boott's disinterestedness. Did I say, then, that he refused to sign the accounts because he knew them to be untrue? Or is this the poison to which an incident so honorable to Mr. Boott is turned by passing through the alembic of Mr. Brooks's mind?

After the accounts had been presented, and Mr. Brooks and Mr. William Boott had given notice of their intention to oppose them, I had the interviews with Judge Warren, which are very fairly reported in the letter of that gentleman to Mr. Brooks. (App. p. 51.) He and I had certainly the same object in view, the hushing up of these unhappy domestic difficulties. I stated to Judge Warren, substantially as I have stated

above, the manner in which the accounts had been prepared, the deficiency of books and papers on Mr. Boott's part, so far as related to the earlier transactions, and the way in which I accounted for that deficiency ; and I offered, if he would appoint a time for meeting me at my office, to exhibit to him all the documents from which the accounts had been made up. This Judge Warren considered to be unnecessary, at least until we had satisfied ourselves that the matter could not be adjusted on a friendly basis. I stated to him expressly, that I could not carry to Mr. Boott any proposal, that did not include a full and literal passage of his accounts as presented ; that Mr. Boott's honor was involved in this issue, and must not be perilled by me ; that I admitted that Mr. Boott had allowed stocks belonging to the estate to stand in his own name for several years, and that this I did not pretend to justify ; that I had, however, no doubt, that Mr. Boott believed himself, at the time, to be, as I believed him to have been, a creditor to the estate ; and that, until the moment of his having become alarmed about the solvency of Lyman & Ralston in 1830, it had never occurred to him as a possibility, that in so doing he was jeopardizing the property of the estate.

It will be observed, that I had no imaginable interest in the settlement of the accounts, except that it should be done upon just and equitable principles. Mr. Boott owed a debt, it is true, to the estate of Jonathan Amory, of which I was the trustee ; but it was secured by a pledge of stock in which the estate of Kirk Boott, senior, had no interest, as I believed and had been assured,

beyond a right of redemption. Even if the form in which I held those stocks was a wrong one, it was a form adopted at Mr. Brooks's own suggestion, for the benefit of the family; and it had never occurred to me that Mr. Brooks would avail himself of an act, done at his own instance, and for such a purpose, to my disadvantage. Nor do I now believe that he ever would have done so to my pecuniary disadvantage; though he has not scrupled, in the excitement of controversy, to use it as an argument against me.

It will also be observed, that all that portion of the accounts, which involves by necessary implication the profit and loss of either of the firms of Kirk Boott & Sons, was stated on Mr. Boott's personal knowledge and responsibility. I had never seen them, and could know nothing about them beyond the general results which I had witnessed.

Mr. Boott's character was known to me to be, what Mr. Brooks has described it, highly honorable and self-sacrificing; and I entertained no doubt, and entertain none now, that the results of those partnerships were such as his accounts imply that they were. It is not pretended that Mr. Boott was laboring under delusions or insanity of a nature to affect the accuracy of his memory. I have no doubt, that, if the case had been brought to trial, he would have so lucidly stated all the points that are now unknown to us, the amount of his father's estate and of his own, the losses incurred, the results of both the partnerships, &c., as to have carried conviction to every unprejudiced hearer.

The burden of proof was on him, and he did not

shrink from it. The accounts once passed, the burden of proof is shifted. It now behoves Mr. Brooks, if he wishes to impugn those accounts, to show in what they are erroneous. Before they were passed he would have been justified in calling for proof of any point that did not satisfy him. Now it is for him to prove their inaccuracy, if he can. Such is the decision of law, of equity, and of common sense. Such would be their decision, if Mr. Boott were alive, and as able to answer as he was on the day he presented them. Such is much more impressively their decision, when the duty of defending them is devolved upon an executor, not possessed of his familiarity with the facts, or with the means that he possessed for establishing those facts.

Before entering upon an examination of Mr. Brooks's objection to the accounts, I have to notice a most unaccountable misapprehension which appears to have possessed his mind respecting them.

After passing months in their analysis, aided by Mr. William Boott and by two of the ablest lawyers in Boston, he entertains no doubt that they claim for Mr. Boott, that he had made advances to the heirs to the amount of \$25,000, beyond the assets received by him; in other words, that he had distributed among them more than they were entitled to, to that amount.

That I may not be suspected of overstating Mr. Brooks's view of the account, I extract the following passage: "The account alleges in effect, that, by reason of cash payments to the heirs, beyond what was due to them, by \$25,000, that amount of the property, invested and held by Mr. Wright Boott as executor, belongs to him personally." (p. 116.)

Incredible as it may appear after reading this assertion, the account claims for Mr. Boott advances to the amount of \$3,700 only, instead of \$25,000, as Mr. Brooks imagines.

To make this intelligible, I will here transcribe the account.

*Second Account of John Wright Boott, as Executor of the Will of
Kirk Boott, Esq., of Boston, deceased.*

The said executor charges himself as follows :

Amount of inventory rendered January 12, 1818,	\$36,984.75	
Cash received from the firm of Kirk Boott & Sons, in part of the testator's interest in that copartnership, and invested in stocks to constitute the trust fund, as by his account settled at a probate court, May 11, 1818,	116,783.95	
Cash received of Boott & Lowell in liquidation of the outstanding property of Kirk Boott & Sons	69,389.99	
Gain on sale of stocks, viz.		
On sale of shares in Suffolk Ins. Co.	2,604.06*	
Less loss on sale of U. S. 6 per cent. stock	679.37	
Less loss on sale of U. S. 7 per cent. stock	1,687.08	
Less loss on sale of Suffolk Bank stock	100.00	
	<hr/> 2,466.45	
		133.61
Income received on the trust fund, for the widow, from March, 1818, to November, 1844,	274,686.36	
	<hr/>	
		\$497,978.66

* There appears to be an error, in one of these items, of \$4.00, probably made in copying the account for the probate office.

And prays allowance for the following items :

Furniture, wines, &c. specifically devised to the widow	\$2,684.75	
Store in State street devised to J. W. Boott	9,600.00	
Land at West Boston, devised to widow as residuary legatee,	500.00	
Pew in King's Chapel, devised to widow as residuary legatee,	200.00	
Cash paid probate fees January 20, 1817,	12.50	
Cash paid copies of will and inventory certificate	8.00	
Cash paid advertising notice of administration	1.00	
	<hr/>	13,006.25
Cash paid probate fees May 11, 1818,	1.50	
Cash paid to the Heirs, nine in number, \$10,000 each	90,000.00	
Income paid to, or for account and by order of, the widow,	274,686.36	
Leaving in his hands to be accounted for	120,284.55	
	<hr/>	\$497,978.66

To meet which he has the following property :

39 shares in the Boston Manufacturing Company,		
18 shares, cost \$1,150 each,	20,700	
21 " " 1,300 "	27,300	
	<hr/>	48,000
71 shares in the Merrimack Manuf. Co. cost	71,000	
Mansion-house in Bowdoin square	24,000	
Stable in Bowdoin street, deeded to the executor by J. W. Boott in 1831,	2,500	
	<hr/>	145,500.00
Less cash balance due the executor	25,215.45	
	<hr/>	\$120,284.55

JOHN W. BOOTT, Executor.

Nov. 18, 1844.

Omitting, as Mr. Brooks properly does, in his analysis, the real estate and the items of property specifically bequeathed, and also the income from both sides of the

account, there remains of receipts credited by Mr. Boott	
the sum of	186,307.55
Deduct probate, and other small charges	23.00
	<hr/>
	\$186,284.55

Of this sum, the trust fund for the widow	
is not distributable till her death	100,000.00
	<hr/>

Leaving distributable among the heirs	86,284.55
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Mr. Boott, by the same accounts, claims to	
have paid the heirs, nine in number,	
\$10,000 each,	90,000.00
	<hr/>
	3,715.45

All then that Mr. Boott ever claimed, (Mr. Brooks, Mr. William Boott, and their learned counsel to the contrary notwithstanding,) was, that he had overpaid the heirs \$3,700, and not, as they allege, and doubtless believe, \$25,000!

This is clearly shown by the balance of his account, expressed in the following words, according to the form adopted at the probate office :

“ Leaving in his hands to be accounted for, \$120,284.55.”

What made up that balance ?

The mansion-house, appraised at	24,000	
Trust fund for the widow	100,000	
	<hr/>	
	124,000	
Less overpayment, as above, to		
the heirs	3,715.45	
	<hr/>	120,284.55
Nothing can be more evident.		

• But the account goes on to say that he has property in his hands, which cost him	145,500.00
Less cash balance due to him	25,215.45
	<hr/>
	\$120,284.55

What does this cash balance mean? That he had overpaid the heirs that amount? Not at all. It means that he had stocks, and other property, standing in his name as executor, more than belonged to the estate, to that amount.

How came this to be the case? Was it, as Mr. Brooks says in the passage above quoted, because Mr. Boott had invested and held, as executor, that amount more than he should have done? By no means.

It was simply, because, in virtue of an agreement made with me by Mr. EDWARD BROOKS, in 1831, certain shares, which had stood in Mr. Boott's own name, and which I had every reason to suppose were his own individual property, and which, while so standing, had been pledged to me, four years before, for a loan, were, on the very day of the presentment of the account, retransferred by me to Mr. Boott as executor. The agreement with Mr. Brooks was based on the distinct recognition of my debt, as a lien on the stock, and was, virtually, that the estate should have the equity of redemption of those shares, subject to that debt. It was not, at that time, intimated by Mr. Brooks, that these shares, specifically, belonged to the estate of Mr. Boott, senior; but the object was, as Mr. Brooks has himself stated it (p. 43), to prevent their attachment by any creditor of Mr. Wright Boott, for their value above

the debt due to me, as trustee. Mr. Brooks also, very fairly, says (p. 117) that undoubtedly I supposed these shares to be the property of Mr. Wright Boott at the time I made the loan on that security; it is therefore perfectly obvious, that all that he could have asked, or I could have consented to, was that I should, in some form, give to the estate the right of redemption of those shares. By reconveying them, on the day of Mr. Boot's presentation of the accounts, I, therefore, conveyed to the estate, more than it was entitled to receive, by precisely \$25,000, the amount of my debt.

This form of presenting the account was adopted by the advice of Mr. Loring. It was that gentleman's opinion, that as part of the assets, although not belonging to the estate, did, nevertheless, stand in Mr. Boott's name as *executor*, it was proper and necessary, that they should be introduced into the account, to prevent question or confusion hereafter; and that, therefore, Mr. Boott should claim the difference, as a balance due to him, which he could at once apply to the payment of his debt to me.

A part of the agreement between Mr. Brooks and myself was, that I should not be understood as waiving the right, whenever I saw fit, to pay myself by a sale of so much of the stock, as might be necessary for that purpose; a right I clearly had at common law, as holder of stock pledged as security for a note payable on demand.

Had I so paid myself on the day Mr. Boott presented the account, it is obvious that he would have shown precisely \$25,000 less property in his hands,

and there would, then, have been no apparent balance of \$25,000 due to him. This sufficiently shows that this balance had no reference to supposed advances by Mr. Boott to the heirs, nor, in fact, to his account with them, as such heirs, at all. It is merely a specification of his debt to me, which had become mixed up with his account, as executor, in consequence of the interference of Mr. Brooks in 1831.

It is curious that a very simple consideration should not have shown to Mr. Brooks his error. Mr. Boott paid over the whole of the trust fund for his mother to Mr. Loring, after the passing of the account, and discharged his debt to me, without calling on any of the heirs to refund one cent of the supposed overpayment of \$25,000. This alone, if Mr. Brooks had reflected upon it, would have settled the question that his account claimed no such overpayment.

Thus far the mistake of Mr. Brooks is an innocent and not very unnatural one. When, however, he proceeds to draw inferences bearing hard on Mr. Boott's reputation and on mine, carelessness on his own part can hardly be pleaded in justification.

Thus, when he says of Mr. Boott (p. 101), that the account shows, "that he had invested, as executor, *more than there was*, by \$25,500, and that consequently the estate *owes him that money*, less some small items," and adds, "This is certainly a very extraordinary statement, if true; and if it does not prove insanity, must at least be set down for proof of mismanagement:" —

Or when he says of me (p. 87), "Mr. Lowell had, before the 18th of November, 1844, induced him [Mr.

Wright Boott] to adopt a form of account, prepared by Mr. Lowell himself, exhibiting an apparent balance of \$25,000 and a fraction *as due from his father's estate to him* : —

Or when he allows Mrs. Brooks to say (App. p. 49), that her brother has brought in his accounts "in such a way as to make it appear as if the estate was in debt to him \$25,000, just the amount of his private debt to Mr. Lowell : " —

Or when he represents the passing of the account as so materially altering the state of Mr. Wright Boott's property, as to increase the amount receivable by Mrs. Ralston as residuary legatee, from \$16,000 to \$40,000, and holds me therefore responsible to prove a new publication of his will by Mr. Boott : —*

When Mr. Brooks brings all these various and most serious charges, as corollaries from the balance exhibited in the account, he cannot shelter himself behind his own ignorance and incompetency to understand accounts. These qualities may be pardonable in themselves ; but a gentleman, afflicted with them, has no right to convert them into weapons against his neighbour.

Recurring to the account, it will be observed, that

* "And this was the effect," says Mr. Brooks (p. 88), "of a will prepared, not in reference to the state of things existing at his death, but its effect by reason of a *subsequent settlement of accounts*, to which he was, in my view, only passively a party. Did he intend what he did? Mr. Lowell asserts it, when he says this paper was enclosed to him on the 6th of March, *as a will* which was to take instant effect. He takes that upon his own responsibility, when he refuses to produce the letter which enclosed it."

Mr. Boott credits the estate with the full amount of all his trust funds, with the real estate, and with the property specifically bequeathed ; the only question, therefore, is concerning the amount distributable among the heirs before the death of their mother.

Mr. Boott by that account virtually avers, that he had never taken from the capital in the business any thing beyond the amount invested for the trust funds, and his own share of that capital ; that any gain or loss in the second partnership had been settled by himself, personally, with his partners, out of his own private resources ; and that the residual capital, collected and accounted for by Boott & Lowell, was the true measure of the sum realized from his father's estate beyond the amount of the trust funds, the real estate, and the specific legacies.

Now, to impugn these accounts, — and, I repeat it, the burden is on Mr. Brooks, — he must do one of two things. He must show, either that Mr. Boott received more, or that he paid away less, than is stated in the account. He has attempted to make out both these points ; with what success I shall now examine.

No direct proof is adduced of what Mr. Boott had received. In the nature of the case this was impracticable. But, as no investment or abstraction of funds is pretended, it was necessary to show some losses in trade subsequent to the dissolution of the partnership with the father, losses too great to have been settled by Mr. Wright Boott out of his own private fortune.

Mr. Brooks was well aware of the weakness of this line of argument. It required, that he should establish

that there were such losses, their amount, and also the amount of Mr. Wright Boott's ability, from his private fortune, to meet them. No one of these essential elements was within his knowledge.

If I settle the first question, and show that the gains fully balanced the losses in the second copartnership of Kirk Boott & Sons, I can dispense with the other branch of the inquiry, as to Mr. Wright Boott's ability to meet any such supposed losses.

Now, to establish the fact of the losses, Mr. Brooks relies upon a letter of Mr. Kirk Boott to himself, dated February 8, 1826, (App. p. 15) in which, when soliciting a loan of \$8000, he says; "From recent communications with my brother, I find that our losses in business proved very heavy, and that he is more in advance for me than I expected."

This is the whole evidence adduced by Mr. Brooks, bearing, or pretended to bear, upon the question.

Now the copartnership of Mr. Wright Boott, Mr. Kirk Boott, and Mr. James Boott had lasted four years, from 1818 to 1822, and they must have settled four annual accounts. Mr. Kirk Boott had been the most active member of the firm, conversant with every detail of the business, and was a very accurate merchant. The only losses, therefore, that could have surprised him, were those resulting from the sale of their residual stock and the collection of the debts. This process, as all dry-goods dealers will attest, is very apt to be a losing one.

Does Mr. Kirk Boott, then, refer to the result of the four years' partnership, when he speaks of their losses

in business proving very heavy ? Mr. Brooks takes it for granted that he does, and even volunteers to give us some notion of the amount of Mr. Kirk Boott's share of those losses. (p. 113.)

The process, by which he arrives at this, is a very strange one. Not content with putting down the sum that Mr. Kirk Boott borrowed of him for this specific purpose,

\$10,000

He adds to it the amount of Mr. Kirk Boott's patrimony, which he assumes without a shadow of evidence, and, as I shall presently show, without a shadow of foundation in truth, to have been lost in the business, and which he sets down at double its real value,

20,000

Finding also that Mr. Kirk Boott about this time transferred to his brother twenty-one shares in the Boston Manufacturing Company, (shares, by the way, that had belonged to Mr. Wright Boott all along, and had been taken in Mr. Kirk Boott's name for a specific purpose, as I shall show, in 1823,)—finding, I say, this transfer, Mr. Brooks eagerly seizes upon the coincidence of dates, and puts it down as a reimbursement for these imaginary losses,

27,300

\$57,300

A more monstrous assumption was, perhaps, never presented as the foundation of a serious charge.

Aware that it proved too much, if it proved any

thing, Mr. Brooks puts in a faint alternative, that this might have been in part a repayment for overdrafts. I shall show, that it was not (except the \$10,000) a repayment at all. As the question of overdrafts has no bearing whatever on Mr. Brooks's issues with Mr. Boott, I shall deal only with the other alternative. And this I have the better right to do, because it was Mr. Brooks's evident design to impress that view of the case upon his readers. For this purpose he emphasizes the word "loss" in the following paragraph: "Was this the *loss* of one out of three of the partners? Or how much more than the others had that partner drawn out?" (p. 114.)

Observe what Mr. Brooks would have us believe. If Mr. Kirk Boott's losses were \$57,000, those of the firm could not have been less than \$171,000; and as, on the same page, he tells us that he cannot "perceive how Mr. Wright Boott could have had much more" property than Mr. James Boott, that is, "nothing except the dividend due to him from his father's estate,"—the inference is, that this loss fell upon that estate. Now that estate is not represented in Mr. Brooks's exaggerated estimates at over \$180,000, beyond the trust funds and real property. Of course the whole, or nearly the whole, was absorbed in those losses. And yet he does not deny, that Mr. Wright Boott has distributed among the heirs \$90,000 (p. 109); that is to say, that, out of nothing, he has contrived to pay a sum of \$90,000! And such estimates and inferences as these, Mr. Brooks and his learned and astute advisers gravely present to the world in impeachment of accounts, which

his brother has presented, on oath, at the probate office.

Have these alleged losses any foundation, except in Mr. Brooks's imagination, as applying to the result of the four years' partnership? I have given above the reasons I should have had, *a priori*, for doubting it. The inquiries I have made for the purpose of this reply have settled the question. There were no such losses.

Mr. Kirk Boott, till he went into the house in 1818, had been a subaltern in the British army, and of course had no property beyond his patrimony. From 1822 to 1826, the date of the settlement with his brother above referred to, he was supporting a family, at Chelmsford, on a salary of \$3000 a year. He stated about that time to the Directors of the Merrimack Company, what from his style of living was very apparent, that he could not live within his salary. Whatever sum, therefore, beyond his patrimony, he refunded to his brother Wright, he must have borrowed, or derived from the profits of the earlier years of the copartnership. There could be no other source. We have seen above what he borrowed of Mr. Brooks for this purpose. And how was it with his patrimony? Did that go to make up his share of the losses of the firm? Mr. Brooks unhesitatingly affirms it.

Fortunately, we are not obliged to grope about in such a maze of conjecture. We have the means of knowing what Mr. Kirk Boott's residual property was after the settlement with his brother in 1826.

I find, that there remained in his hands, after the adjustment of his accounts, the following property :

Two shares in the Boston Manufacturing Company,	\$2,700
Ten shares in the Merrimack Company,	10,000
Ten shares in the Locks and Canal, on which had then been paid \$350 each,	3,500
His furniture, worth perhaps	4,000
	<hr/> 20,200
Deduct the amount borrowed of Mr. Brooks,	10,000
	<hr/> \$10,200

He retained then the full amount of his patrimony, as stated by Mr. Wright Boott in the account which we are now discussing, and which must be taken, *primâ facie*, as true.

And how ~~was~~ it with Mr. James Boott, the third partner ?

Mr. Brooks (p. 114) makes a distinction between the ability of Mr. James Boott and Mr. Kirk Boott to refund their respective shares of any loss in the copartnership. This he was evidently compelled to do, to account for his not finding that Mr. James Boott had repaid to his brother Wright any such large sums of money, as he imagines Mr. Kirk Boott to have done.

“As he [Mr. James Boott] was barely of age when the house was formed, it is obvious that he could have had nothing to put into it, except the dividend due to him from his father’s estate.” (p. 114.) And again: “The share of that loss and overdraft, which

fell upon Mr. Kirk Boott, whatever it was, beyond his own dividend from the estate, was undoubtedly made good to Mr. Wright Boott, at the time and in the manner above stated. That of Mr. James Boott, probably, never was." (p. 115.)

Mr. Brooks will, perhaps, have the goodness to inform us what golden opportunities Mr. Kirk Boott, a lieutenant in Lord Wellington's army, had enjoyed of accumulating a large amount of property.

That Mr. James Boott settled with his brothers at the same time that Mr. Kirk Boott did, and repaid to Mr. Wright Boott his proportion of the over-estimate of the profit of the preceding years is certain; for he transferred to Mr. Wright Boott, February 28, 1826, five shares in the Merrimack Manufacturing Company. And what was his position after the settlement? He had remaining

Five shares in the Boston Manufacturing	
Company, at \$1300,	6,500
Five shares in the Merrimack Company,	5,000
	<hr/>
	\$11,500

These shares he still retains.

It thus appears, that, after paying their personal expenses, which, to my knowledge, during the year I was with them in their counting-room, were regularly charged to them,—and which must have much exceeded (especially in the case of Mr. Kirk Boott, who was a married man,) the interest of \$10,000,—both of the junior partners had their patrimony unaffected by any losses in business. In fact, there had been some small resulting profit.

Thus fails utterly the attempt to account for a diminution of the property on the ground of any losses except such as occurred during the first partnership, when the father's estate was justly chargeable with his share of such losses.

But Mr. Brooks attempts to show in another way what amount of distributable property Mr. Boott must have received. He says, that on the evening of his own marriage, in May, 1821, Mr. Wright Boott remarked to him, that "his [Mr. Wright Boott's] sister would shortly have \$20,000, as her portion of her father's estate; that the estate was about to be settled very soon and divided among the heirs, and would give them \$20,000 apiece." (p. 34.)

Now I well remember, that the highest estimates ever put upon the property, when I was in the counting-room of Kirk Boott & Sons, would give the heirs about \$16,000 or \$17,000 each, independently of the trust funds. Indeed the received opinion put it at something less. This was before the loss of the \$50,000 in England and the other heavy losses to which I have alluded.

There can be no reasonable doubt, that, if Mr. Boott ever mentioned the sum of \$20,000, he was speaking of his sister's share of the property, *including* the trust funds.

Let us see if this is not probable.

The house in Bowdoin Square had been appraised, only three years before, at \$24,000.

Suppose Mr. Boott valued it, in 1821,	\$30,000
The trust funds in his hands were then	111,000

The property presently distributable among the heirs, exclusive of the \$11,000 trust fund for his aunts, he probably valued at what it turned out to be,	\$75,000
	<hr/>
	\$216,000
	<hr/>

This, divided by nine, would give to each of the heirs,	24,000
But Mrs. Brooks had already received her fur- niture, which had cost certainly not under	4,000
	<hr/>
	\$20,000

So that it is almost certain, that Mr. Boott was speaking of Mrs. Brooks's ultimate expectations, and not of the sum presently receivable.

This view is confirmed by what subsequently occurred. Mr. Boott called upon Mr. Brooks in December, 1823, (p. 35), and gave him his note for \$10,000, on account of Mrs. Brooks's portion, and a check for the arrears of interest from the day of the marriage. Why for \$10,000? If he had paid him that sum in money, it would be intelligible enough why it might be inconvenient to pay up the whole at once; but, as he was giving his note, no reason can be imagined why, if Mrs. Brooks was entitled to receive \$20,000, Mr. Boott should have given his note for only \$10,000, and thenceforward regularly paid Mr. Brooks the interest on that sum.

Mr. Brooks seems to have asked no questions on the subject; nor does it appear that a lisp ever fell from him, or from any one of the other eight heirs, on this subject, during the twenty-four years that elapsed be-

fore Mr. Boott's death. Neither Mr. Wright Boott himself, nor either of his former partners, who must have been conversant with the whole business, nor Mr. Wells, nor Mr. Brooks, nor Mr. William Boott, in all my intercourse with them, and frequent conversations about the family property, ever hinted a suspicion that they had been underpaid.

In my settlement with Messrs. Lyman & Ralston, in 1831, I made it a prominent argument in Mr. Boott's behalf, that, from my own observation, I entertained no doubt that he had overpaid them. The same opinion I have expressed to Mr. Kirk Boott, and also to Mr. Brooks and Mr. William Boott, who have never, either of them, until these recent troubles, disagreed with me in opinion.

I have it fortunately in my power to show, that such was the opinion of Mr. Wells on the 23d of August, 1844, three months before Mr. Boott's accounts were made up for the probate office. This is the more important, because, until after the passage of those accounts, I never exchanged a word with Mr. Wells on the subject of the family troubles, nor indeed had I conversed with him on any subject for many years. In a letter of that date, to Dr. Boott, Mr. Wells says: "He [Mr. Wright Boott] has probably given to all much more than they were entitled to receive from their father's estate."

Mr. Brooks, aware of the great weight that would attach to the opinion of Mr. Wells, from his known intelligence and moderation of character, attempts beforehand to discredit his testimony in the following passage (p. 93): "Mr. Wells, though near at hand, was

not a man of business, and knew nothing of the case. I state this not merely of my own authority;—it is stated by Mr. Wells himself, in a letter to Mr. William Boott, dated December 8, 1843. (See App. No. 18.)”

Turning to the Appendix, we find the following extract from the letter referred to :

“I mentioned Mr. Lowell’s declaration, because I was told, a few days ago, that you said, if J. W. B. continued to manage the property a few years longer, nothing would be left to the heirs. *As I know nothing of the matter*, this statement of Mr. L. pleased me, and I thought it might you. Had your mother *laid up* something of the income, it might, doubtless, have been increased; *but I suppose she wished for the whole; but of this matter I am altogether ignorant.*” (App. p. 34.)

Here it will be observed, that Mr. Wells expressly limits his want of knowledge to two points; first, the gradual wasting away of the property, which, as it was absolutely false, he could not well have known; second, to Mrs. Boott’s having wished for the whole of her income, which was undoubtedly true, but of which he had no personal knowledge,—neither had Mr. William Boott nor Mr. Brooks any knowledge to the contrary. Yet to this letter Mr. Brooks has the boldness to appeal in confirmation of his assertion, that Mr. Wells “knew nothing of the case.”

Mr. Wells is not so summarily to be discarded as a witness. From his age, position, and character, he is more competent than any other member of the family to form an unbiassed opinion; and I should be doing injustice to the memory of Mr. Boott, if I did not give

at length that passage of his letter to Dr. Boott of August 23, 1844, which refers to his brother's management of the property.

"As executor, Mr. Boott may have neglected the proper forms of business. He may have allowed his brothers and sisters to spend too much money. He may have been too desirous to gratify them, and too indulgent to their wishes. It would have been more for his happiness were it otherwise, and that a rigid executor had increased the property. No young man has had a more difficult position. No one has acted with more honesty, with more kindness to his brothers and sisters, and to all others under his care; or exhibited a more noble and disinterested character. I attribute to his over-liberality to them, and to his desire to indulge their wishes, and to promote their welfare, much more than to any other cause, the loss of his own property. He has, probably, given to all, much more than they were entitled to receive from their father's estate. Nor does it look like a negligent manager, that during the last eight years, many of them so disastrous, he has been able to remit to his mother more than \$7,000 * per annum, besides providing for the expenses of her house in Boston."

Mr. Brooks endeavours to create the impression that the late Mr. Kirk Boott viewed the matter differently, by quoting and emphasizing the following passages from Mr. Kirk Boott's letter to himself of February 8, 1826, above cited: "As he [Mr. Wright Boott] is *preparing to*

* Mr. Boott remitted to his mother in the seven years from September, 1836, to December, 1843, £8810 sterling, which cost him here \$43,037.02 or about \$6,000 per annum, not \$7,000, as Mr. Wells supposed.

settle the estate and pay over the balances," (p. 35); and again (p. 36), "*As Eliza's portion will be paid you in a few months,* perhaps you will be willing to take this loan."

Nothing can be more disingenuous than the use that is made of these passages.

Mr. Kirk Boott had been a member of the house, and knew that Mr. Brooks had received no *money* from his brother; he did not know, as Mr. Brooks tells us in the very next line, that Mr. Wright Boott had given his note to Mr. Brooks.

"This led to a conversation when we met soon after; and then, finding that I held Mr. Wright Boott's note for \$10,000, he proposed to take that, as an equivalent, for his purpose, to money." (p. 36.) Can any man doubt that the portion, which Mr. Kirk Boott referred to in his letter, as soon to be received by Mr. Brooks, was this same \$10,000? The real state of the case, I have no doubt, was simply this:

Mr. Wright Boott had advanced to some of the heirs \$10,000 each, and upwards, before he ascertained the result of the copartnership business of the old firm, of which his father was a partner. We learn from Mr. Kirk Boott's letter above cited, that, on the 8th of February, 1826, his brother was preparing to settle his accounts with the family. Those accounts, when made up, showed that the sum, so advanced, exceeded by a few hundred dollars the dividend to which each heir would be entitled. Mr. Wright Boott was a man of fortune, certainly worth, when I was his partner, at

least \$70,000;* he was unmarried, and of a peculiarly generous and self-sacrificing disposition. He resolved not only not to demand restitution, but, in order to do equal justice, to pay to each of the rest an equal sum. The amount in the aggregate would be less than \$4000, an amount of no great consequence to him; and, that they might not even know of the sacrifice he had thus made on their behalf, he put off the settlement of his accounts. This conduct, which to many persons would appear romantic, was in perfect unison with the generosity and delicacy of Mr. Boott's disposition. When, in 1833, the heirs came forward and tendered to him a discharge in full, he was touched by this mark of their affection and confidence. It had not been solicited by him, and he had never informed them of the fact of his advances. He accepted the discharge, mentally resolving never to demand of them any restitution. He knew that his mother would take care of him while she lived, and, at her death, he would receive, in his own right, and by assignment from his sisters, Mrs. Lyman and Mrs. Ralston, one-third of the trust funds, a fortune amply sufficient for his wants.

The charge subsequently made against him, of having squandered his father's estate, rendered it necessary, as a point of honor, that he should present his accounts. Eleven years had meanwhile elapsed; documents, necessary to enable him to state all the particulars of his

* He had in our business a capital of	\$ 40,000
The store in State street was worth	16,000
He had advanced to Wells & Lilly	14,000
	<hr/>
	\$ 70,000

accounts, had been lost or destroyed;* the discharge in full had made it unnecessary to preserve them. Fortunately, these facts were certain; that nothing had been taken from the capital in trade, belonging to his father's estate, except the trust funds, during either of the partnerships of Kirk Boott & Sons; and that the final liquidation of the whole business was detailed in the books of Boott & Lowell, which had been preserved. He was therefore enabled to present an account, that should render full justice to every one but himself; and this was all he desired.

This view of the matter, so far as the earlier transactions are concerned, is not a theory growing out of his accounts, as finally presented; it is my deliberate opinion, formed many years ago, from my own observation, and repeatedly stated by me at different times to many persons, including most of the heirs, long before their unhappy dissensions began.

The allegation, that Mr. Boott had received from the estate of his father more than he declared on oath that he had done, thus appears completely unsustained by proof. The other branch of the charge, that he had paid less to the heirs than he had debited to them in his account, is confined to one single matter,—the payments to Mr. William Boott.

* The books of Boott & Pratt, and of both firms of Kirk Boott & Sons, were, if I mistake not, burnt up in the fire that destroyed Mr. Boott's store, in April, 1825; but I believe this did not apply to his papers and memorandums. Some of these, I well remember, were in the iron safe, and were saved, though much discolored. The loss of the original books will, however, account for Mr. Boott's inability to replace any papers lost or mislaid.

It is alleged in distinct terms and in various forms, that that gentleman had never received any thing from his father's estate.

In the memorial prepared for presentation at the probate office by Messrs. Edward Brooks and William Boott, it is expressly said, and, if my memory serves me, without qualification, that Mr. Wright Boott had never paid his brother any thing *towards a settlement*.

In Mrs. Brooks's letter to her mother (App. p. 49), she says, "William has not been paid any part of his portion."

In Mr. Brooks's pamphlet, the same statement is repeatedly made, as (page 84), "Mr. William Boott, the brother of whom he had once been particularly fond, to whom he had paid *nothing*, on account of the \$20,000, or more, which should have come to him from his father's estate."

In two passages, indeed, this broad assertion (which had been made without qualification during the lifetime of Mr. Wright Boott, in letters not communicated to him, and intended to affect the opinion of his mother, and in the above-mentioned paper which was deliberately drawn up by Mr. Brooks for presentation to the judge of probate, and which, since Mr. Boott's death, at least, has been put in circulation,) is prudently, and in anticipation of my reply, qualified as follows:

"Unless, indeed, allowing him [Mr. William Boott] to spend a great deal of money, while a boy, in Europe, is to be deemed a payment on account of his capital, while members of the family at home were living at the general expense of the estate." (p. 109.) And

again : “ Mr. William Boott, indeed, never received *any* specific sum, though it is true, that a considerable expense must have been incurred on his account, before he was of age, while travelling in Europe, of which no account was ever kept, or rendered, and for which there was no voucher.” (p. 55.)

This charge rests, of course, on Mr. William Boott's personal knowledge.

Now, what are the facts ? Mr. William Boott went abroad for the benefit of his health in 1822 ; and, after travelling, under the charge of his brother Wright, about a year, was left in Europe to pursue the study of medicine, and did not return until November, 1827.

From a letter now before me from Samuel Williams, Esq., dated in London, July 29, 1825, it appears that Mr. Welles, of Paris, had written to him to make some inquiries concerning Mr. William Boott, who was calling upon him for “ *considerable* ” sums of money (italicized in the original) ; to which Mr. Williams replied, that he had been directed by Mr. Wright Boott to allow Mr. William Boott one hundred pounds sterling a year.

What the amount of Mr. William Boott's expenses were during the four years of his residence abroad after his brother's return to this country, I do not know ; but I find, that, during the last two years of his stay, viz. from October, 1825, to November, 1827, he spent no less a sum than £ 1377 sterling, or about \$6,500. If the other two years, which were chiefly passed in Paris, were equally costly, and I know of no reason to doubt it, the expenditure in those four years would amount to \$13,000 ; and if only half as costly,

he still expended the sum of \$10,000 charged to him in the account, before his return to this country. For more than ten years after having thus exhausted his patrimony, he did no business, and lived, for aught that appears, at the expense of the estate. There can be no reasonable doubt, that he has received more than any other one of the heirs from the common property.

Mr. Brooks is very much mistaken when he says, that for these expenses in Europe there was no voucher.

I derive them from original letters and accounts current of Mr. Williams, and of Messrs. Thomas and John D. Thornely, of Liverpool. These documents I refrain from publishing; but, if Mr. William Boott wishes it, they shall be forthcoming.

I have, in the above sum of £1377, put down only those charges which I find positively debited to Mr. Wright Boott. It appears, however, that further remittances, probably to no great amount, were subsequently made to discharge Mr. William Boott's debts. The following extract from a letter from him, written on the 13th of June, after his return, to his brother Wright, from Philadelphia, shows this, and also that he was cognizant of the state of his account in Europe.

Philadelphia, June 13.

DEAR WRIGHT,

I had a letter a short time since from Mr. Thornely in answer to the one in which I remitted him money for the payment of my debts abroad. The sum sent to him was too small by £10, and I find I am still a debtor by £8.15 beside. Will you have these sums remitted to Mr. Thornely on my account?

* * * * *

Your affectionate brother,

WILLIAM BOOTT.

I am entirely willing to believe, that Mr. William Boott has forgotten that he had consumed his entire patrimony before he was twenty-three years of age ; but let us not condemn his brother too rashly on other matters dependent for their sole proof on the accuracy of Mr. William Boott's memory.

My business at this moment is with Mr. Brooks. How does he state this matter ? He says, as above quoted (p. 109), that Mr. Wright Boott allowed his brother William to spend a great deal of money, while a boy, in Europe ; and again (p. 55), "It is true, that a considerable expense must have been incurred on his account, before he was of age, while travelling in Europe." These short sentences, apparently evincing great candor, contain no less than three distinct allegations, tending and designed to affect the reputation of Mr. Wright Boott as a guardian and as a fit manager of trust property :

1. That Mr. Wright Boott allowed these expenses.
2. That Mr. William Boott was a boy, and under age at the time.
3. That he was travelling, by permission of his brother, in Europe.

All three allegations are distinctly set forth, and all three are utterly unfounded.

1. Mr. Samuel Williams's letter shows that Mr. Wright Boott allowed his brother William £100 a year, or \$500, the interest, at five per cent., of \$10,000.

2. Mr. William Boott came of age on the 15th of June, 1826, and had from that time a perfect right to do as he pleased with his own. The greater part of

the \$6,500, was expended after he became of age and free from the control of his guardian.

3. The statement that Mr. William Boott was under age, and travelling in Europe, implies that he was doing so by permission of his brother and guardian; and it might well be urged, that to allow him to do so for four consecutive years, unaccompanied by a tutor, was a dereliction of duty on the part of that brother and guardian; more especially if his patrimony was so small as \$10,000, or even \$20,000. He would be acquiring habits, and a taste for expense, that would tend to disqualify him for devotion to any profession that would enable him to acquire a livelihood.

But how stands the fact? He was not travelling at all, at least by permission; he was left in Europe to study medicine in the best schools of Paris and Dublin, to qualify him to gain his livelihood as a physician or surgeon. If he did not avail himself of his advantages, if the golden opportunity was neglected, the fault surely does not lie with that friend and guardian, whose sedulous care and kind and generous treatment he acknowledged in a letter glowing with grateful emotions, which I shall have occasion to transcribe, in another connection, hereafter.

But what shall we say to Mr. Brooks? who not only asserts, himself, distinctly in several passages, and allows his wife to assert distinctly, without qualification, that Mr. William Boott had received nothing from his brother; but, in those passages where he qualifies the remark, contrives to introduce, with apparent simplicity, no less than three utterly unfounded statements affect-

ing the character of his own brother-in-law, and that brother-in-law removed by death from the opportunity of a reply.

Nor is he content with this ; but, with that strange recklessness with which he brings forward charges against Mr. Boott and myself, he says (p. 106); “The shares of the minors were to be *placed out at interest*, and paid to them, when they should come of age. The share of the youngest child (Mr. William Boott), by accumulation of compound interest, would have nearly, or quite, doubled at the time he was entitled to receive it.”

It certainly was provided in the will, as Mr. Brooks says, that the shares of the minors should accumulate ; but the codicil which overrules the will, says, in express terms ; “Although in my will I have ordered the expense of clothing and educating of such of my children as may be in their minority at the time said will of Nov. 20th, 1813, taking effect, yet, it is now my will, that the clothing and educating of each of them shall be charged to him or her by my said wife, Mary, and be allowed to her.”

That this did not escape Mr. Brooks’s notice is shown by his saying (p. 52), “In respect to the minor children, his will is so far altered as to direct, that all expenses for their clothing and education shall be allowed the widow.”

Yet he reiterates the charge (p. 109): “The fact has also been noticed, that his [Mr. William Boott’s] share, and the shares of others who were minors for a number of years after their father’s death, should

have been, at the time of payment, much more than \$10,000, if that and no more was really the original distributable share."

To any one familiar with the expensive habits of the family, the idea of any accumulation from savings on the interest of \$10,000, if the expenses of the minors were chargeable to them, is preposterous. No one knows this better than Mr. Brooks.

It thus appears, that Mr. Brooks has entirely failed in establishing either of his premises, — that he has not succeeded in showing, and, I repeat it, the burden of proof is on him, that Mr. Boott ever received any more, or paid out any less, than he has charged in his accounts.

But, even if Mr. Boott credited all he had ever received, and charged no more than he had paid, there was still one way left in which he might defraud the estate, and that was by charging the estate with the stocks on hand at a higher price than he had a right to do. Mr. Brooks does not fail to avail himself of the opportunity of making this imputation also. The price of the Merimack shares it was hardly possible to find fault with, as they were charged at par. But the shares in the Boston Manufacturing Company afforded a better opportunity. Accordingly Mr. Brooks says (p. 118):

"It is next to be remarked, that, in order to make out the full balance of \$25,000, apparently due from the estate to Mr. Wright Boott, it was necessary, that the shares of the Boston Manufacturing Company should stand at about \$20,000 more than they were really worth, at their market price, then about \$725 per share.

It is true, that the Merrimack shares, then worth (as appears by the inventory of C. G. Loring, Esq.) about twenty-eight per cent. advance on their par value, are charged at nearly as much less."

Now these shares are spoken of throughout his book as having always belonged to the trust fund. And, if one thing is clearer than another, as settled by law, I take it to be this, — that an executor is bound to discharge himself by crediting the stock purchased at its cost, — that he has no right to claim the market value, if the price has advanced, nor is he chargeable at the market value, if it has declined; — in other words, that, if the investment has been honestly made, the estate, and not the executor, is entitled to any profit, and chargeable with any loss, resulting from change in the market value.

Had the opposite principle been adopted, the result would have been as follows :

The manufacturing stock, as shown by Mr.

Boott's account, had cost him	\$118,000
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The market value of the same shares, as

shown by Mr. Loring's inventory, was	119,155
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\$1,155

That is to say, if Mr. Boott had credited himself with the stock on the principle Mr. Brooks seems to indicate, that is, the market value, the result would have been more favorable to him than it was by \$1,155

As however the stable, which cost him \$2500, was appraised to Mr. Loring at only \$1500, there would have been a deduction of

1,000

\$155

So that Mr. Brooks's complaint resolves itself into this, that Mr. Boott has credited the estate with \$155 more than he ought to have done! For it can hardly be supposed, that he meant to say that he ought to have charged himself with the loss on one of these stocks, and credited the estate with the gain on the other.

I am aware that Mr. Brooks does say, that this would be the legal effect, if he, as trustee, had used the funds for speculations for his own advantage. But of this there is no pretence. He always credited the dividends on these shares in the Boston Manufacturing Company, so far as they belonged to the estate, to his mother, as I shall presently show.

Mr. Brooks attempts to make it appear, that Mr. Boott did not charge the estate with the true cost of the shares in the Boston Manufacturing Company.

Mr. Boott's account of these shares stands thus :

18 shares cost \$1150 each,	\$20,700
21 " " 1300 "	27,300 .
	—————\$48,000

Mr. Brooks's commentary is this (p. 119) :

" His [Mr. Wright Boott's] thirty-nine shares in the Boston Manufacturing Company were not the remainder of an original subscription, which was only for thirty; he had bought six two years after, and he had bought twenty-one six years after, when prices were high. Mr. Lowell, therefore, charges in the account twenty-one of these shares, which, from the correspondence of number must refer to those purchased from Mr. Kirk Boott, at \$1300; and the remaining eighteen he

charges at the price of the original subscription. But with whose funds were the thirty originally bought in 1820, and the six in 1822? Why should the *whole twenty-one* which were purchased in 1826, be placed to the account of the estate at \$1300, and the remaining *eighteen only* be placed there at the cost of the original subscription, when *thirty* shares were purchased at their cost?"

The audacity of this passage defies all competition. Does Mr. Brooks know for whom the thirty shares were subscribed for in 1820? or the price paid for the six shares in 1822? or how the twenty-one shares in 1826 were procured?

He knows no one of these points, vital to the issue he has raised. Nor did I, when I put the accounts in form for Mr. Boott, from the data furnished by him.

But I have since thoroughly investigated the matter, and I will enlighten Mr. Brooks.

1. The thirty shares subscribed for by Mr. Boott in 1820, were appropriated by him at the time, as follows: eighteen to his trust fund, four to Mrs. F. Boott, and two to each of his four wards. I find, accordingly, in the cash-book of Boott & Lowell the following entries under the date of April 1, 1822:

To sundries.

Received their dividends in the Boston Manufacturing Company:

Mrs. K. Boott,	18 shares, at \$150,	\$2,700
Mrs. F. Boott,	4 " "	600
Mary Boott, minor,	2 " "	300
Harriet Boott, "	2 " "	300
Frances Boott, "	2 " "	300
Francis Boott, "	2 " "	300

\$4,500

The same fact will appear on inspection of Mr. Boott's accounts as guardian, on file at the probate office. There never were, then, but eighteen shares of the original subscription, that belonged to, or had been purchased with, the funds of his father's estate.

2. The six shares purchased in 1822, instead of having cost less than \$1300, as Mr. Brooks evidently supposes, cost much more. They were bought of Dr. James Jackson. By permission of that gentleman, I have inspected his books, and seen the original entry. Mr. Boott paid for them \$1500 each. Yet he does not charge these to the estate.

3. The twenty-one shares of which he became possessed in 1826, were shares to which he was entitled in virtue of an arrangement between the Boston and the Merrimack Companies, in August, 1823. In order to effect a sale of the patent rights of the Boston Manufacturing Company to the Merrimack Manufacturing Company, and a transfer of the machine-shop and of Mr. Moody's services from Waltham to Chelmsford, without any possibility of injury to any one, it was arranged that every proprietor should buy or sell a sufficient number of shares to make him a holder of the same number of shares in each company; and that these exchanges should be effected with a difference of price in favor of the Boston Manufacturing Company of thirty per cent. This made the shares in the Boston Company, so obtained, cost to the Merrimack proprietors, \$1300 each. This arrangement was made in August, 1823, during Mr. Wright Boott's absence in Europe. Mr. Kirk Boott, having no power to transfer

his brother's Merrimack shares, supplied their place by his own, and took the Boston shares in his own name. On settlement with his brother in 1826, he conveyed to him the Boston shares, which had always belonged to him ; but took the transfer of Merrimack shares as a sale on his own account, at par.

Mr. Brooks enlarges very much upon the profit assumed to have been realized by Mr. Boott on the sale of a part of this stock, and insists that it should have been credited to his father's estate.

It really seems as if Mr. Brooks never could be right even by accident. Mr. Boott sold in the whole twelve shares, not fourteen as Mr. Brooks supposed ; because Mrs. Mary Lee, to whom the other two shares were transferred, is the same person as Mrs. F. Boott. Of the twelve shares sold, six were for account of Mrs. F. Boott and his wards, to enable him to take up the new stock to which they were entitled in the Merrimack Company. The other six shares were the same he had bought of Dr. Jackson, two years and a half before, at \$1500 each, or \$9,000

Seven of these twelve shares were sold to Mr. John Lowell, Jr., and five to Mr. P. T. Jackson, the same day, 14th October, 1827, at \$1500 each, as I find by inspection of Mr. John Lowell, Jr.'s books, in my possession, and also by entries in the books of Boott & Lowell. This would be, for the six shares, precisely \$9,000

So that Mr. Boott made neither gain nor loss, whether he bought the shares for himself or others. So in the Merrimack Manufacturing Company. Of the six-

teen shares in that Company sold by Mr. Boott in 1824, four belonged jointly to himself, Mr. Kirk Boott, and Mr. James Boott, being the residue of their interest as owners of one fourth part of the original speculation; the other twelve belonged to Mrs. F. Boott and his wards, and were sold on the occasion of the stock being doubled in October, 1824. So that the whole argument about the profits on the sale of these stocks, that Mr. Boott ought to have credited to the estate of his father, falls to the ground. Is it not deplorable to see a gentleman in Mr. Brooks's position, groping about in utter darkness and ignorance, endeavouring to find some excuse for attacking the honor of the living and the dead?

There is another passage relating to these same shares in the Boston Manufacturing Company, that deserves serious animadversion.

It will be found in Mr. Brooks's pamphlet, p. 120. "Among the causes," he says, "it should be remembered, which went to bring down the saleable value of shares in the Boston Manufacturing Company from \$1300, in 1826, to \$725, at the date of the rendition of this account, was the fact, that the company had sold off a part of its fixed property, and divided the proceeds, which was a real reduction of capital. Yet this dividend, which really represented capital, stands nowhere in the account, unless it was treated as income, and included in the credit of near \$275,000 paid 'to, or for account and by order of, the widow.'"

Here Mr. Brooks is wrong, as usual, both in his facts and his law.

The Boston Manufacturing Company never sold off any part of its fixed property and divided the proceeds. The extra dividend in question was made in April, 1825, from the profits arising from making the machinery for the first Merrimack mill, and from a sum of \$75,000 paid to the Boston Company by the Merrimack Company, for the transfer of their patent rights and of Mr. Moody's services. Neither of these items stood charged at any thing in the books of the Boston Manufacturing Company, and the price obtained for them was, of course, fairly profit. It was to prevent injustice being done to any one by this negotiation, that the proprietors of the two companies exchanged shares at the difference of the market value, to wit, thirty per cent. in favor of the Boston Manufacturing Company, as I have above stated, in August, 1823.

So much for Mr. Brooks's facts. Now for his law. This same dividend of the Boston Manufacturing Company was one of the questions raised by Harvard College and the Massachusetts General Hospital, when they disputed the accounts of Francis Amory, trustee under the will of John McLean.

Mr. McLean had left certain moneys to these corporations, subject to a life estate to his widow, who was to receive the income and profits. It was contended, among other matters, that the trustee had wrongly appropriated this very dividend, by paying it, as income, to the widow, when it was really capital; — the very point, it will be observed, raised by Mr. Brooks in the passage above cited.

The opinion of the court will be found in the 9th volume of Pickering's Reports, page 446.

In that opinion is the following passage (p. 463): "And we do not think that the negotiations between the Boston Manufacturing Company and the Merrimack Manufacturing Company, in relation to making a large quantity of machinery, and the sale of patents and of patterns for castings, by the Boston Manufacturing Company to the Merrimack Manufacturing Company, should be considered as part of the capital stock. We have seen no evidence that they were ever treated as such by the proprietors. We think the sums arising from these causes were properly considered as the fruits of their industry, and placed to the account of profit and loss of the Boston Manufacturing Company."

This ignorance of a prominent decision of our Supreme Court, as well as the numerous instances of disingenuousness and unfair inferences with which this pamphlet abounds, convince me that its authorship should not be attributed, as is popularly done, to one of the counsel for Mr. Brooks, a gentleman who enjoys the reputation alike of manly fair dealing, and of acuteness and learning in his profession.

I have thus shown, that no one of the allegations of Mr. Brooks respecting Mr. Boott's accounts is sustained by proof; that he has not made it out, either that Mr. Boott received more, or paid over less, than he represented himself to have done; or that the stocks are charged at any other price than their absolute cost; or that he had received any profit from the sale of them, that he ought to have credited.

The only other imputation, that I am aware of, brought forward by Mr. Brooks in this connection, is, that Mr. Boott expended or appropriated his mother's income without her knowledge or consent, and this in the face of her own discharge, which asserts the very contrary. Whatever may have been the state of Mr. Brooks's information on this point, Mr. William Boott, at any rate, well knew the contrary; for Dr. Francis Boott, of whose family Mrs. Boott has been for the last ten years an inmate, in a letter to his brother William, dated April 15, 1845, expressly asserts the contrary.

"No one," he says, "who knew Wright, and was free to let his own generous sentiments have fair play, would accuse him of a dishonorable use of his trust. I scorn the imputation. He might have advocated a greater economy; but he had his mother's sanction for the expenditure, year by year; and, if she did not insist on saving, the fault is hers."

Mr. Brooks having thus failed in every method he has adopted for impeaching the account, it must stand, presented by Mr. Boott on his responsibility, and sustained by his oath, as true, certainly as not more favorable to himself than the truth.

This preliminary point established, we are now in a position to appreciate Mr. Boott's true situation at the time of his connection with Messrs. Lyman & Ralston, in the business of the Milldam Foundry.

Being, in 1826, out of business in consequence of the breaking up of our copartnership, and having naturally a strong mechanical turn, he entered into the

business of casting iron at a foundry, which he erected for that purpose on the Milldam. To this he was, no doubt, partly induced by a desire to assist his brothers-in-law, Messrs. William Lyman and Robert Ralston, Jr. These gentlemen had recently married sisters of Mr. Boott, and entered into a copartnership as commission merchants, doing business in Philadelphia and Boston; in the former place under the style of Ralston & Lyman, and in the latter under that of Lyman & Ralston. They were to be interested to the extent of one half in the new enterprise; and were to make the purchases and sales, for which they would charge a commission. Mr. Boott was at this time, as I shall presently show, in independent circumstances. He had a perfect right to carry on business, if he saw fit; and it probably never occurred to him that he was incurring any hazard in associating himself, so far as the Milldam Foundry was concerned, with Messrs. Lyman & Ralston, or in indorsing their paper to the extent of their actual purchases for the use of these works. He never became a partner in their general business, nor liable for any of their debts, except for such notes as he thus indorsed.

Things went on prosperously until about September, 1830, when Mr. Boott became suddenly alarmed by a report that Lyman & Ralston were embarrassed and in danger of failing. On inquiry, it appeared that there was imminent hazard of such a result. Mr. Ralston was a thorough man of business; but Mr. Lyman, on whom devolved the management in Boston, though an amiable and gentlemanly man, was without mer-

cantile experience, and inadequate to so heavy a responsibility.

Mr. Boott's position was this: He was indebted on his guardianship accounts about \$20,000, and had indorsed the paper of Lyman & Ralston to the amount of \$30,000, for stock purchased for the iron foundery. Both these liabilities he could have met from his own resources; but there was an apprehension that the Milldam property might be attached for the private debts of Lyman & Ralston. Should this event occur, he might not be able to meet his engagements as indorser and as guardian. His father's estate was implicated in this issue to this extent, that his father was his bondsman, as guardian, at the probate office.

Mr. Boott, under these circumstances, took the course dictated by the highest sense of honor. He instantly laid the whole matter before his friends, at least those of his own family, at the same time calling upon Messrs. Lyman & Ralston to give him security for his indorsements. They replied, that he had already security in his own hands in the reversionary shares of their wives in the trust funds, which they were ready legally to assign to him for this purpose. This would not answer, and a long negotiation ensued, which ended in Mr. Boott's joining in a mortgage of the Foundery property, to the amount of \$30,000, for their benefit.

In the summer of 1831 a new alarm as to their responsibility occurred, and Mr. Kirk Boott applied to me to undertake the bringing about of some settlement, stating that he and Mr. Brooks had tried their hand at it and failed. This was the first knowledge I had of

the nature and extent of these embarrassments, though rumors had reached me of Lyman & Ralston's troubles, and I had entertained an apprehension that Mr. Wright Boott might be involved in them.

I declined at first, but was at last prevailed upon to attempt it. I called on Mr. Boott, and received from him a full exposition of his affairs. The Foundry was supposed to be doing a good business; and their accounts showed a profit, which had been applied to the enlargement of the works. This concern owed no debts, except one of \$2500, to Colonel Thorndike. It had, however, been mortgaged the year before for the personal benefit of Lyman & Ralston. Mr. Boott represented himself as exceedingly anxious to save that house from bankruptcy, both for his sisters' sake, and because he might become involved in their embarrassments.

After this exposition of Mr. Boott's affairs, I became satisfied, and so assured him, that he was quite needlessly alarmed; that, if Lyman & Ralston should fail, it was hardly possible, that out of their debt to him, and his half of the Foundry property, he should not realize enough to enable him to discharge all his liabilities, and have a handsome property left; and I much regretted, that motives of pride or delicacy had prevented him from consulting his friends, not members of the family, the preceding year, when the adjustment could have been more easily effected.

Mr. Boott expressed himself ready to make any sacrifice of his own property necessary to effect the object of averting the bankruptcy of Lyman & Ralston,

provided that he should be guaranteed from further responsibility, and should realize enough from his demand against the firm to pay any balance he might owe on his guardianship accounts.

I undertook the negotiation, but it was some weeks before I succeeded in bringing it to a successful issue. The terms were briefly these. The whole property in the Milldam Foundry was to be sold to a joint stock company, to be created for that purpose, who were to take upon themselves the debt of \$2500 to Colonel Thorndike; the mortgage made the preceding year was to be discharged; Messrs. Lyman & Ralston were to pay at once \$16,000 of the indorsed paper, and Mr. Boott was to continue his indorsement for \$14,000 for the term of one year; they were to assign to Mr. Boott their reversionary interest in the real and personal estate of Mr. Boott, senior, and to pay him \$7,624, by their note, with collateral security, payable in two years, with interest; they were also to give security for the outstanding indorsements. All these stipulations were fulfilled; and the collateral security remained in my hands, until the indorsed notes and their note for \$7,624 had been paid in full.

This is a simple statement of what occurred at this dark period of Mr. Boott's life. What did it amount to? In itself, to nothing more than a little too much confidence in the stability of the house of Lyman & Ralston, a confidence quite excusable, from Mr. Ralston's personal character, and the fact, that his father was a man of large property.

But how does Mr. Brooks treat it? On the strength

of a mere pencil memorandum, unsigned and without date or caption, and relying on his memory after a lapse of sixteen years to interpret that memorandum, he undertakes to put us in possession of the whole state of Mr. Boott's property and liabilities, and to found upon these reminiscences, charges of utter insolvency and of a reckless and unprincipled use of the property of others ; charges deliberately made after full time for consideration, against the memory of his wife's brother.

To show what Mr. Brooks's reminiscences are worth after such a lapse of time, I will adduce a single instance. He says (p. 49), that in February, 1835, Mr. Boott settled his accounts as guardian ; that he for a long time insisted upon making up the accounts with interest compounded at frequent intervals, and that the compound interest so to have been allowed "would have made a difference of \$10,000 in the amount to be paid."

Now I happen to have, among the papers received in my capacity of executor to Mr. Boott, an original letter, which I wrote to him on this very subject. It is as follows :

Boston, October 21, 1834.

JOHN W. BOOTT, Esq.

MY DEAR SIR,

The mode of computing interest, which you have adopted, is one very unreasonably favorable to the minors. If you do not think proper to charge any commission for your services of nearly twenty years, which, considering the present relative situation of the parties, so different from what it was at the opening of the account, and different owing to your good judgment and exertions

in their behalf, is an excess of liberality on your part, — if, notwithstanding all these considerations, you persist in not charging them any thing for your services, you surely have done enough, without allowing them an exorbitant rate of interest for the sums which have lain in your hands. I roughly went over one of the accounts, the other day, on the principle of allowing no interest on income until it became funded by being added to the principal on the following first of January, and found that this would make a difference of about \$800, or, on the three accounts, of \$2500.

I should like to see you upon this subject whenever you are at leisure.

Yours truly,

J. A. LOWELL.

Here then it appears that the difference in the modes of computing interest would have been \$2,500, instead of \$10,000, to which it has grown when refracted through the prism of Mr. Brooks's memory! If all his statements of sums are to be divided by four, it will make a material difference in the result. Yet nearly the whole of this book, so far as money matters are concerned, rests on Mr. Brooks's memory.

To return to the state of things in 1830–31. A careful perusal of Mr. Kirk Boott's letters, published in Mr. Brooks's Appendix, shows, that the whole trouble grew, as I stated above, out of the fear that Lyman & Ralston might fail. No bad management of the Foundry business is anywhere hinted at. Mr. Boott merely says (App. p. 21), that it was doubtful whether any profit had yet been derived from carrying on those works; and again, that, if a profit could be shown equal to the support of the works, and the grad-

ual liquidation of the debts (of Lyman & Ralston), it might be a judicious course to go on; and that he will send down his clerk, Mr. Tufts, to examine the books with the view of determining this point. The result of Mr. Tufts's investigation is not given; but the works were permitted to go on.

It is also to be remarked, that not the slightest hint is given in these letters that Mr. Boott was indebted to the estate of his father beyond the amount of his trust fund; or that any of the capital of that fund had been employed in the business of the Foundry. The apprehension expressed throughout is, lest Mr. Boott should be obliged to pay his indorsements for Lyman & Ralston, and lest the Milldam property should be attached for their debts; in which case the debt due to the children of Mrs. F. Boott must be paid out of the trust fund, and Mrs. K. Boott's income be thereby diminished.

Mr. J. Wright Boott, himself, in a letter to his brother Kirk, when commenting upon the reluctance of Lyman & Ralston to join in an assignment of the Milldam property to secure the guardianship accounts, and by consequence the estate of his father, who was his bondsman, says (App. p. 17), "I am bound, hand and foot, and can do nothing of myself. It is, certainly, equally for the interest of the heirs that the fund left to my mother should be made good; it will come to them eventually." Not a word about his owing any thing to the heirs beyond the trust fund; though if he had owed such a debt, it would have been still more obviously for the interest of Messrs. Lyman

& Ralston to join in securing that, for it would have come to them not eventually, but immediately.

An attempt, indeed, is made by Mr. Brooks to create the idea in the mind of a casual reader that such a debt was due, by carefully italicizing the word *executor*, wherever it occurs ; as, for instance, a proposal is mentioned (App. p. 21), "that Lyman should convey to Robert Ralston all his interest in the Milldam Foundery, as well as any claim upon J. Wright Boott as *executor*, and his reversionary interest in the estate."

Now these expressions of Mr. Kirk Boott are strictly correct. An executor, who is appointed trustee in a will, may settle his account as executor, whereby his bondsmen would be discharged, and take out letters of trust, giving new bonds ; or he may administer the trusts in his capacity of executor, under his old bonds. The latter was the course pursued by Mr. Wright Boott. He held the trust funds in his capacity of executor. The above quotation very properly distinguishes between the trust funds, which were in Mr. Boott's hands as executor, and the real estate, of which the reversion had already vested in the heirs.

This same notion of the distinction between a trustee and an executor is a very old one with Mr. Brooks. He himself drew up the discharge of the heirs to Mr. Boott, in 1833, as he says himself (p. 45), and it is "from all claims and demands in his capacity as executor." The intention certainly was to discharge him only so far as the property beyond the amount of the trust fund was concerned ; yet it would admit of a doubt, whether this instrument did not discharge him also

from all liability for the trust fund itself, which he certainly held "in his capacity of executor." This was, to say the least, exceedingly careless; with a man of honor, like Mr. Boott, no risk was incurred by this phraseology; it hardly behoves Mr. Brooks, however, to be too severe on mere errors of form.

This same practice of conveying a false impression by italicizing certain words or passages, is curiously exemplified in another instance.

Mr. Brooks says (p. 94), that Mr. Boott had thoughts about this time of resigning his executorship, the inference being, that it was from some consciousness of malversation. Not one word of proof is brought forward of any such intention. Mr. Boott speaks, in his letter to Mr. Kirk Boott, above quoted, of his wish "that *the property* should be taken out of his hands to be appropriated as he first pointed out." This property could not be his trust fund, for no action could be necessary to take that out of his hands, if he wished to get rid of it. The property spoken of is the Foundery, of which an assignment could not be made without the coöperation of Messrs. Lyman & Ralston. Mr. Brooks, however, endeavours to create the impression that the trust funds were intended, by italicizing the word "resignation" in two very curious instances. The first is where (p. 42) he is citing the terms of a trust deed, in which certain property is to be held subject to Mr. Boott's order as executor, or, in case of his death or *resignation*, to the order of any future administrator. This word, inserted in all such instruments, is emphasized by Mr. Brooks to authorize his commentary, that

his resignation was "then contemplated as a contingency not improbable." He might as well have italicized the word "death" to show that he even then contemplated suicide.

Again, the word "resignation" is emphasized in Mr. Kirk Boott's letter (App. p. 20), in the following sentence : "Now such an occurrence as this [the refusal of a bank to discount Lyman & Ralston's paper] being *immediately followed by J. W. Boott's resignation, for which no adequate motives could be openly assigned*, did not, in my mind, admit of a doubtful interpretation. William A. [Appleton] had already made the application, and several others strongly suspected the cause ;" that is, suspected that Lyman & Ralston's failure was at hand. But what resignation of Mr. J. Wright Boott is here spoken of? Not as executor, for he never did resign, and of course no effect, upon anybody's mind, could be attributed to an event that had not occurred. What he resigned was, the place of treasurer and agent of the Suffolk Manufacturing Company, to which he had been elected, and which he had accepted on the 12th of January, 1831, and which he resigned on the 15th of May, 1831, one week before the date of Mr. Kirk Boott's letter.

These instances show the spirit in which this book is written. It would be easy to follow out these misrepresentations step by step ; but more important matters claim our attention.

The pencil memorandum brought forward by Mr. Brooks, is as follows (p. 37) :

Mill Dam	70,000	
Store	15,000	
Note, Wells & Lilly	14,000	
Sturgis	42,000	21,000
J. A. Lowell	50,000	30,000
Other Shares	19,000	
Stable	3,000	
<hr/>		
213,000		

The first column being supposed to represent assets, and the second, liabilities. Now, suppose this to have been an exact statement of Mr. Boott's condition, before the alarm occurred about Lyman & Ralston's solvency, how did he stand?

He had property to the amount of \$213,000, which he had every reason to believe worth that sum and a good deal more. The store he afterwards sold for \$16,000. The debt of Wells & Lilly was secured by a mortgage of personal property, and was, a few years later, paid in full. The stable he had recently bought for the benefit of the estate, supposing, as he himself informed me, that he thereby acquired a right of way into Bowdoin street. In this he was mistaken, and it was eventually sold for \$1500. Still, if he had made this investment in good faith, and for the benefit of the estate, he had a right to charge it at the cost. The manufacturing stock had cost him \$9,000 more than the par value at which it is put down in the memorandum, and he had, clearly, the right to charge it to the trust fund at the cost.

This brings his assets to

\$222,000

He had, in addition, his reversionary share of his father's estate, from which he would eventually realize \$16,000,	16,000
	<hr/>
	\$238,000

And what were his debts ?

He owed Mr. William Sturgis, for Mr. Cushing,	\$21,000
He owed me, for the estate of Jonathan Amory,	30,000
Balance of his account, as ex- ecutor,	\$120,284.55
Less the mansion-house, included in that balance, but not in the assets above enumerated,	24,000
	<hr/>
	96,284.55
Due to the children of Mr. F. Boott,	20,000
	<hr/>
	\$167,284.55
Excess, being Mr. Boott's private fortune, if we rely upon the pencil memorandum,	\$70,715.45

It cannot, then, be maintained, that Mr. Boott had intentionally used the property of his father's estate in the business of the Milldam Foundry. The debt of Wells & Lilly was one which had grown out of advances made by Mr. Boott, senior, to his son-in-law, Mr. Wells, and subsequent advances by Mr. Wright Boott himself. This debt, he expected soon to realize, and the store in State street was for sale. He

had temporarily borrowed, on a pledge of stocks, \$51,000. Of this he expected to repay \$30,000 from the two sources above indicated; and of the stock pledged, at least \$25,000 belonged to himself, as the result has proved.

That Mr. Boott should have allowed stocks, which he had subscribed for as an investment partly for his trust funds, partly for his wards, and partly for himself, to stand in his own name unseparated, is certainly unjustifiable; and so I have at all times, and in all places, to himself and others, uniformly represented it. It will be remembered, however, that it was not formerly the practice of executors and trustees to make so careful a distinction of these forms as is now customary; and that merchants, especially, are much accustomed to owing, and having due to them, large sums on book account; and so long as their ledger balance is on the right side, no apprehension, or consciousness of irregularity, is entertained on this score.

It will, also, not escape observation, that it was perfectly known in 1830, to all the parties interested, how this property actually stood; that no objection was made on that account, and that none is hinted at in the letters of Mr. Kirk Boott. More than this; Mr. Kirk Boott, during his brother's absence in Europe in 1823, had the charge of receiving his dividends, and of paying his assessments, on this same manufacturing stock; and therefore had known, for at least seven years, that the stock stood in his individual name. And, when he transferred back the twenty-one shares in the Boston Manufacturing Company in 1826, as above related, he

transferred them to Mr. Wright Boott individually, and not as executor.

The utmost that can be made of it, is that it was an irregularity; but, after all, carelessness is not a crime, nor to be visited on Mr. Boott as such, especially after the lapse of so many years, and when atoned for by so much suffering as Mr. Kirk Boott's letters represent his brother to have endured in 1830.

How does Mr. Brooks deal with the condition of Mr. Wright Boott at that time? He is bringing forward a solemn charge,—for it is one affecting the character of a gentleman, to whom he himself ascribes some of the noblest attributes that can adorn human nature,—and bringing it after that gentleman's lips are sealed by death. He does not pretend, that Mr. Boott was at that time insane, nor that his insanity was, at any period of his life, of a nature to incapacitate him for business. It behoves Mr. Brooks, therefore, to be more than ordinarily guarded, that no injustice shall be done by him by any assumption, that is not based on the clearest and most undeniable proof.

How is the fact? In reviewing the condition of Mr. Boott in 1830, Mr. Brooks deliberately charges him with being liable to pay the general debts of Lyman & Ralston, amounting to \$50,000. Now Mr. Boott never was a partner of that house, nor liable for their debts, except so far as he indorsed them. I have the authority of Mr. Ralston for this statement; the correctness of which is also apparent on the face of their settlement, in which provision was made to secure him for his indorsements of \$30,000, and not for their

general debts amounting to \$80,000. And Mr. Brooks cannot plead, that he did not know this, or had not the means of knowing it, at the time. For in the letter of Mr. Kirk Boott to himself of September 29, 1830, published in his own Appendix (p. 16), are these words: "For, as they are all partners in as far as the Milldam Foundry is concerned, if Ralston & Lyman are unable to meet their payments, or get their notes renewed, there is fear that the whole of this property may be taken by attachment," — expressly limiting the partnership to the Milldam Foundry. Here then is a deliberate charge of FIFTY THOUSAND DOLLARS as one of Mr. Boott's liabilities, for which he was no more liable than Mr. Brooks or myself.

In summing up (on p. 39) the state of Mr. Boott's affairs, not only is this \$50,000 put down to his disadvantage, but a note of Wells & Lilly of \$14,000, with collateral security, is deducted as unavailable, though it was ultimately paid; and \$92,000 of factory stock, pledged for notes on demand for \$51,000, is also deducted *in full*, as if any creditor would refuse to take the right of redemption at its full par value of \$41,000! The Milldam property, Mr. Boott's half of which had cost \$57,000 independent of advances of about \$13,000 more, is also deducted in full, as unavailable; though Mr. Brooks tells us two pages after (p. 41), that it was found that \$30,000 might be raised upon it by mortgage, adding, "as a friendly, rather than a business arrangement;" — as if a property costing \$114,000, which there is no pretence was then considered a bad investment, would not at any time have commanded a loan of

less than a third of its cost! Mr. Boott's indorsements also for \$30,000; for which he *was* liable, in addition to the \$50,000 for which he was *not*, are put down as a total loss; as if Lyman & Ralston had absolutely no assets, though in fact they never did fail, but paid their debts in full!

By all these assumptions, as curious, as they are manifestly unfair, Mr. Brooks arrives at the conclusion (p. 40), that Mr. Boott was "in danger of insolvency, even if the whole property of the estate were appropriated to his use." Indeed his summing up shows liabilities of \$100,000, with available assets of only \$37,000 to meet it; in other words, a deficit of \$63,000!

It is astonishing that Mr. Brooks did not see, that the extravagance of such statements must defeat their object. How have things resulted?

Mr. Boott entered into no mercantile business or speculations afterwards; yet he paid all his debts, as enumerated by me above, amounting to	167,000
and left a property, receivable at the death of his mother,	48,000
	<hr/>
	\$215,000

And this has been done, according to Mr. Brooks, not only out of nothing, but in the face of a deficit in 1830, of \$63,000. If this were true, he has certainly shown financial talents, to which the history of commerce affords no parallel.

Mr. Brooks has the coolness to cite Mr. Kirk Boott as having been knowing to "this state of affairs," that is, as indorsing these extravagant statements, and refers to his letters in the Appendix. Those letters do not contain one word to sustain this assertion ; on the contrary, they expressly contradict him on the point of Mr. Boott's liability for the \$50,000 of Lyman & Ralston's private debts.

But Mr. Brooks says, that Mr. Boott applied to these payments a portion of his mother's income. "He [Mr. Wright Boott] was enabled, by the aid of the large dividends which accrued upon that stock, to discharge all his personal debts, except the debt to Mr. Lowell." (p. 57.) And elsewhere he specifies the sum so applied as "about \$60,000." (p. 142.)

Let us look at this a little more narrowly. Mrs. Boott's income, as shown by the accounts, had been for twenty-seven years \$275,000, or a little more than \$10,000 a year. For the thirteen years from 1831 to 1844, the gross income of all the manufacturing stock did not exceed \$12,000 a year. It should be remembered, that Mr. Boott held, through all this period, stocks which had cost him \$120,000, while the trust fund for his mother was precisely \$100,000. He had, therefore, a perfect right to retain one sixth part of the income of those stocks, amounting, as I have said, to \$12,000 ; that is, he had a right to retain \$2,000 a year to be appropriated to his own use, or to the payment of the principal and interest of his debts. It was for this very purpose, that the debt to me was permitted to continue, instead of being paid off by a sale of a portion of the stock in 1831.

Mrs. Boott's income, therefore, during the thirteen years in question, did not exceed \$10,000 a year. A reasonably large income, too, from a fund of \$100,000.

From this income, Mr. Boott remitted to his mother about \$6,000 a year ; not \$5,000 as Mr. Brooks, with his usual accuracy, asserts. I have before me a precise statement of those remittances, and the average is between \$5,900 and \$6,000 a year. In addition to this, Mrs. Boott's establishment in Bowdoin square was to be kept up. Mr. Brooks calls it (p. 108) Mr. Boott's "own establishment," though it is notorious that it was Mrs. Boott's, and was kept up at her request. It was, in fact, the common home of the family. Mr. Wells's family dined there when in town. Mr. and Mrs. Ralston stayed there when in Boston ; Mr. and Mrs. Brooks visited there frequently before their quarrel with Mr. Wright Boott. Mrs. Brooks, in one of her letters, speaks of dining there, as usual, on Christmas day with the family. It was the home of two of Mrs. Boott's grandsons, and of Mr. Kirk Boott, and of Mr. William Boott, when in Boston. In short, it was Mrs. Boott's pride and pleasure, that this establishment should be kept up on its ancient footing.

To do this, as well as to pay Mrs. Boott's taxes, and such sums as she might order to be expended here from time to time, sums, to my knowledge, often considerable, there was left but \$4,000 a year. Mr. Brooks speaks (p. 58) of his "observation of the excessive expenditure which was constantly going on." And Mr. William Boott, in a letter to Dr. Boott of December 31, 1844, styles it "the most expensive bachelor establishment in Boston."

I think the reader will agree with me, that to keep up such an establishment as I have described, and to pay taxes on this whole property, to say nothing of other disbursements, for four thousand dollars a year, required, what in fact the whole family know was practised, the most rigid economy. Mr. William Boott himself, in a letter to Mrs. Ralston of March 24, 1844, says: "The expense of the establishment, added to the interest of the money for which it [the estate] would sell, and the saving in taxes, will make up about \$7,000 per annum," This estimate of Mr. William Boott supposes the expense of the establishment and the taxes to amount to about \$4,300 a year. At all events, it is perfectly obvious that Mr. Boott could have derived nothing from this source, to enable him to pay the \$167,000 of debt, and Mr. Brooks's fancied deficit of \$63,000 into the bargain!

In the face of this notorious fact, that Mrs. Boott was keeping up a double establishment, in England and in this country, on an income of \$10,000 a year, Mr. Brooks does not hesitate to style the charge of \$275,000 paid to, or for account and by order of, the widow, during twenty-seven years, "fictitious." (p. 116.)

After commenting upon Mr. Boott's position in relation to the affairs of the Milldam Foundry in 1831, Mr. Brooks goes on to give a history of his further proceedings in relation to his property and liabilities; and this he does with a confidence of statement, that leaves no doubt on the mind of the reader that he is relating events, concerning which he was consulted throughout, or of which, at least, he was cognizant at the time,

and concerning which he cannot be mistaken. So far is this from being true, that the narrative is full of such inaccuracies as prove, either that the whole is merely a bold conjecture from the "documents" recently collected for his own justification, or else that his memory is signally treacherous.

I will exemplify this in a single instance. He tells us, (p. 46): "The store in State street Mr. Wright Boott had been enabled to sell for \$1000 more than it had been estimated at in his memorandum. The proceeds (\$16,000) and receipts from dividends on the manufacturing stock had enabled him to pay off his debt of \$21,000 to Mr. Sturgis, and to relieve the forty-two shares of the Merrimack stock which had been pledged in that quarter. But, in the mean time, he had been obliged to rely on Mr. Lowell, I presume, for some further aid; for, in the course of these transactions, twenty-one of those shares appear to have been transferred to Mr. Lowell, who already held ample security for his former loan of \$30,000; the remaining twenty-one shares were now restored to Mr. Wright Boott in his capacity of executor."

Mr. Brooks here undertakes to state, as from his own knowledge, not only that Mr. Boott paid the debt to Mr. Sturgis, but also from what sources he derived the money for such payment.

It is a very important question, what degree of reliance is to be placed upon a statement so deliberately made and so circumstantial in its details. The question is easily resolved.

Mr. Boott did not pay the debt to Mr. Sturgis at

the time and from the sources specified. I paid the \$21,000 to Mr. Sturgis, and took the debt to my account, as trustee, at the request of Mr. Boott, who preferred to be indebted to me alone. The effect of the transaction was to relieve one half of the stock which had been pledged to Mr. Sturgis; as the shares which I already held, with the twenty-one shares transferred to me by him, amply secured me for the whole of my advances.

If Mr. Brooks had stated these matters hypothetically, no great harm would have been done; although the propriety of hazarding mere conjectures in bringing forward grave accusations may well be questioned. It will be observed, however, that these things are stated as facts, and within the writer's knowledge; and that one of the points stated is, that Mr. Boott derived from the dividends on the manufacturing stock, in part, the means of paying his debt to Mr. Sturgis.

Now, such an error as the above, however innocent in its inception, is very apt to lead to the most unjust conclusions. This is eminently the case in the present instance; for Mr. Brooks occupies nearly two pages in specifying, and commenting upon, certain payments, amounting to about \$10,000, made by himself to Mr. Wright Boott, from funds which he held in trust for Mr. Boott. These payments, he says, were made upon the understanding, expressed or implied, that they were to be employed towards the reduction of Mr. Boott's debt to me. Laboring, however, under the preconceived opinion that the Sturgis debt had been paid, and that my debt was only \$30,000, and finding my debt

to be still \$25,000, he draws the inference, or endeavours to make his readers draw it, that Mr. Boott had deceived him in this matter, and had not applied this money as he had agreed to do.

Had Mr. Brooks known or remembered (as the case may be), that Mr. Boott's debt to me after January, 1834, was \$46,000, and not \$25,000, as he alleges, he would have spared me the pain of refuting the following imputation on the memory of Mr. Boott :

"Mr. Wright Boott had not so managed his affairs, during those thirteen years [from 1831 to 1844], as to have been able to reduce the debt one dollar, notwithstanding that he had received from me, within the *first three years* of the series, by payment, either to himself or to Mr. Lowell, upwards of \$10,000, *for that specific object.*" (p. 48.)

How cruel this imputation appears, when the truth comes to be told, that Mr. Boott reduced his debt to me TWENTY-SIX THOUSAND DOLLARS during those very thirteen years !

On such unsubstantial speculations is this whole matter of impeachment based ; carefully investigated, they all vanish,

" And, like the baseless fabric of a vision,
Leave not a rack behind."

I shall now show, that Mr. Boott was, in substance, whatever he might be in form, a remarkably good manager of trust property.

All his old contemporaries in trade will bear witness, that he was an energetic and accurate man of business.

His accounts were as carefully kept as those of any other merchant. Of those of his wards, annually computed and settled during the time that I was in the house, I still possess copies in his own handwriting. Mr. Kirk Boott's letter to Mr. Brooks (App. p. 15) shows, that he was in 1826 on the eve of settling with his brother, and was preparing to settle the estate. He therefore had accounts at that time ; and it is not to be presumed that Mr. Kirk Boott, himself a most exact man, made that settlement without receiving credit for the precise amount of his patrimony. Why Mr. Wright Boott did not then settle with the other heirs, and how it happened that, eleven years after receiving a discharge, he had not all the items and vouchers of his old accounts, I have already explained.

I will not now cite the result of his management of his father's estate, although to realize \$10,000 a year for twenty-seven years, from a fund of \$100,000, is certainly a case very much in point. As this is the very matter at issue, I will take, in preference, another set of accounts, concerning which Mr. Brooks has charged him with "unfaithfulness." I refer to his accounts as guardian to the four children of his cousin, Mr. Francis Boott. I will take one of the accounts as a sample, (and they do not materially differ in result.)

Mr. Boott received in 1817, for his ward, \$12,500

He paid for her expenses, in the eighteen years from 1817 to 1834 inclusive, \$11,394.56, or a little more than five per cent. a year, and paid over to her, on settlement, property amounting to

27,609.75

That is to say, after spending the interest of the original capital at five per cent., it had more than doubled under his care. With respect to his having had a part of the money in his own hands, at times, paying interest therefor, I am authorized by Judge Loring to state, that the accounts were annually made up and submitted to Mrs. F. Boott, the investments being explained, and thoroughly understood and approved by her.

That so brilliant a result was not attained by taking unusual risks, will appear by the items of investment.

14 shares	Columbian Bank, at \$104,	\$1,456
4	" Eagle " at \$102 $\frac{3}{4}$,	409.50
97	" Suffolk Insurance Company,	3,496.76
100	" National " " at par,	5,000
2	" Merrimack Manufacturing Com- pany, at \$1052,	2,104.07
1	" Boston Manufacturing Co.	1,193.83
3	" Lawrence " " at \$900,	2,700
2	" Locks and Canals, at par,	1,000
2	" Lowell Railroad, at \$400,	800
5	" Merchants' Ins. Co., at \$120,	600
	Cash,	8,849.59
		<hr/> \$27,609.75

If any one can point to a more successful administration of a trust fund, I should much like to see it.

I shall now cite the testimony of a person, whose competency to judge, Mr. Brooks will hardly dispute, and who, knowing all the facts of those embarrassments

on which Mr. Brooks has laid such stress, expressed concerning Mr. Boott the opinions I shall quote.

The following letter was written at the time when Mr. Boott had it in contemplation to resign his office of Treasurer of the Suffolk Manufacturing Company, on the duties of which he had not yet entered. His motive was the difficulty he had experienced in bringing his connection with the Milldam Foundry to a close, and his reluctance to enter into new engagements, pending that connection.

Waltham, 8th May, 1831.

MY DEAR SIR,

The confidence and candor with which you explained to me your situation, when we conversed on the subject of your taking charge of the business of the Suffolk Manufacturing Company, leads me to hope you will not be displeased, if I take the liberty of giving my opinion as to the course necessary for you to pursue.

The time has arrived when you should give bond as Treasurer, and enter upon the duties of your office. That this has not been done, I believe arises from a reluctance on your part to settle up your accounts, which I suppose must be done, before you can give the necessary bond; if I am right in my conjecture as to the cause of the delay, will you allow me to urge you to overcome this reluctance, and to proceed immediately to the settlement of your affairs, more particularly those of your own family, so as to commence your new business with that energy, which I know you will exert as soon as you have freed yourself from the weight which now oppresses you.

When I engaged your services for the Suffolk Company, I felt assured that I had rendered them a service in obtaining a man well qualified to manage their affairs. The frank and candid manner, in which you explained your situation to me, produced no other alteration in my mind, than as it confirmed the opinion I had previously entertained of your perfect uprightness and integrity, and made me, if possible, better satisfied with my selection.

That you were poorer than I had supposed, I regretted for your sake ; but I did not think this disqualified you for the office ; nor do I now think so. If, however, you are under any engagements or embarrassments, which you cannot get rid of, and which will occupy your time and thoughts, this may be a reason why you should decline taking charge of business for others. From your statements, I feel certain, that, with some exertion, you can free yourself from what now appears to you a heavy burden, to be borne for ever.

If you think my remarks are too free, believe that I have made them from a sincere desire to serve you, and that I am very truly, and with much esteem and regard,

Your friend,

P. T. JACKSON.

J. W. BOOTT, Esq.

It seems, then, that Mr. Boott, with the candor and high sense of honor, which so eminently distinguished him, had not deemed it proper to accept an appointment of trust, without disclosing to Mr. Jackson his true position in relation to his family and to the Mill-dam Foundry. The character attributed to him by Mr. Brooks forbids the supposition, that he made any but a full and fair disclosure. And what is the inference drawn by Mr. Jackson ? He is confirmed in the opinion he had previously entertained of Mr. Boott's perfect uprightness and integrity, and, if possible, better satisfied than ever with his selection of him as an agent. Another thing, also, is to be noted. Mr. Jackson finds him poorer than he had expected ; — not bankrupt, not a defaulter, but simply poorer. This is a contemporaneous exposition, from the highest authority, to be offset against Mr. Brooks's *reminiscences*.

In another letter, addressed to Kirk Boott, Esq., Mr. Jackson mentions an intention of employing Mr. Wright Boott to purchase the iron, then wanted from England for the Boston and Lowell Railroad.

Boston, 30th May, 1831.

DEAR SIR,

Your note of last evening is received. I will endeavour to see you in town to-morrow.

I should like much to have J. W. Boott go to England; and it can easily be arranged, if the Suffolk Company can find some good person to take his place. J. A. L. and I agree, that he cannot well confirm his resignation there, and immediately take another business; besides which, we think now is the time, if ever, when he should settle every thing and free himself from all engagements and responsibility on old concerns. This done, he is then competent to take charge of the Suffolk business; and it appears to me that his services are due there, if they demand them.

If I don't see you, John will explain this more at large; and I think you will see, that a regard for his own reputation will hold him bound to the Suffolk Company, if they want him.

If this can be settled satisfactorily, I am sure he is the best man we can send to England.

Yours truly,

P. T. JACKSON.

By this letter it appears that Mr. Jackson was in correspondence with Mr. Kirk Boott on the subject of employing his brother in a business, in which large sums of money must necessarily be intrusted to him, and where great accuracy and fidelity were required in the management. Now, is it to be believed, unless Mr. Brooks means to impeach the character of Mr. Kirk Boott also, that that gentleman would have recom-

mended, or allowed to be selected, a person who had been guilty of the moral delinquencies attributed by Mr. Brooks to Mr. J. Wright Boott ?

That this plan of sending Mr. Boott to England on business of the railroad originated with Mr. Kirk Boott, appears from the following note to his brother, inclosing the foregoing letter from Mr. Jackson.

MY DEAR WRIGHT,

I should have conversed with you last evening on the subject of the inclosed, but was inclined to first sleep upon it. You will perceive, that I have urged your being sent to England, and that you are considered the most suitable person.

J. A. L. offered, and offers, to go on to Philadelphia for the purpose of arranging with the Ralstons as to your indorsements and the mortgage ; and I believe he would find little difficulty in settling them.

The reversionary interest of Lyman & Ralston in the estate is, in fact, some security, and might be substituted for your name. The Milldam might be divided according to your respective interests, the whole decded to L. & R., and a mortgage given by them for the amount due you as executor.

This would entirely free you from all responsibilities, and leave you free to make your election as to your future occupation ; and certainly not put L. & R. in any worse condition than they are at present.

What objections are there to this course ? I cannot discover any on account of L. & R., and none in relation to yourself, unless it be the confiding a delicate and not very agreeable business to a third party. This is due to you from J. A. L. He feels it to be so ; and it will give him great satisfaction, if he can bring the affair to a successful termination.

However little you are inclined to think of yourself at this moment, I do consider it of the utmost importance to your future happiness and usefulness, that you should be relieved from your embar-

rassments. Your earnings you can then dispose of as you please, and at some time you will estimate this advantage differently from what you do now.

I hope to be able to go home to-morrow, and to meet Jackson at Lowell. May I beg you to give this subject a calm and dispassionate consideration, and to acquaint me with the result before I go. That you may come to the same conclusion that I have, I do most fervently hope.

Your affectionate brother,

KIRK BOOTT.

Wednesday Morning.

What a spontaneous tribute Mr. Kirk Boott here pays to his brother's disinterestedness, who, through life, as at that moment, thought little of himself and much of others. This letter is interesting on another account. It shows that Mr. Kirk Boott knew, and speaks of it as an admitted fact, that Lyman & Ralston were indebted to Mr. Wright Boott, as executor, and not he to them. If they could secure him as indorser, and pay him the amount due to him as executor, this, Mr. Kirk Boott says, "would entirely free you from all responsibilities." How so, if Mr. Boott was then really owing the heirs of his father \$90,000 and upwards, as Mr. Brooks pretends?

This is another contemporaneous exposition, to be offset against Mr. Brooks's *reminiscences*.

Mr. Kirk Boott's letter to Mr. Brooks himself, of May 22, 1831, published in his own Appendix (p. 20), is sufficient evidence, if any were needed, of the opinion he entertained of his brother's character and qualifications.

“I do not,” says he, “under all circumstances, think it very important that J. W. B. should take the agency of the Suffolk Company. My wish would be to have him sent to England for the railroad. This would take a year, and to procure the agency of the new concern * for him on his return. The advantages of this course are — that such a change would turn the whole current of his ideas, throw him much upon the world, and afford him an opportunity of procuring much information that is wanted, and which would give him a consideration with those concerned with us. He is admirably qualified for this purpose, and I do hope and believe it all might be effected. At all events, it could be speedily ascertained. The new concern, too, would be a much better field for him.”

To suppose that Mr. Kirk Boott entertained the views of Mr. Wright Boott’s administration of the trust funds, now attributed to him by Mr. Brooks, at the moment he was thus urging his claims to be appointed treasurer and agent of the Lawrence Manufacturing Company, with a capital of a million of dollars, is as much a libel on Mr. Kirk Boott’s memory as on that of his brother. Is not the inference very reasonable, that Mr. Edward Brooks, to whom this letter was addressed, did not himself, at that time, entertain them?

Besides which, is it credible, that Mr. Kirk Boott, who was then far from being rich, would have allowed the trust funds, under his father’s will, to remain in the charge of a person who had administered them as is represented by Mr. Brooks? Nay, would Mr. Brooks himself have done so? He affects, indeed, a lofty indifference to mere pecuniary considerations in his own

* The new concern, here spoken of, was the Lawrence Manufacturing Company, at Lowell, then just starting, with the object of making and printing calicoes.

person ; but did he extend the same indifference to the interests of all the rest of the family ? He has been one of the trustees under Mr. Kirk Boott's will since 1838, and on this subject he gives us to understand that he is peculiarly sensitive ; how happened it that he remained quiescent for six years ? Why was his conscience dormant during that long period, to awaken only when, as I shall presently show, he had come to be on terms of personal hostility with Mr. Boott ?

It is a little too much, to ask the public to believe, that he ever seriously thought Mr. Boott to be the man this pamphlet would represent him, till he had become blinded by his own excited feelings of animosity.

It is very evident that he did not believe, at that time, in any such default and insolvency as he now attempts to make out ; and, even now, he is evidently conscious that they are not satisfactorily accounted for by his own exaggerated picture of the imaginary losses of the second firm of Kirk Boott & Sons. Accordingly, not content with having shown how Mr. Boott lost his private fortune, he goes a step further, and undertakes to intimate (p. 114), that he never had any to lose :

“So far as I am informed, he [Mr. Wright Boott] had no opportunity of making any thing considerable before he went into partnership with his father. That partnership had existed only two or three years, at the time of his father's death, and by its terms five per cent. was to be paid upon the capital employed, which must have been furnished by his father, before any division of profits, of which his share was to be one fourth.

Although he was commonly supposed, therefore, to be worth some \$50,000, or more, when I first knew him, I am inclined to believe, that he was really worth nothing, after the winding up of the affairs of Kirk Boott & Sons' second concern."

If Mr. Brooks had stated nothing, except so far as he was really informed, he would have omitted a large portion of his book. Mr. Wright Boott came of age in May, 1809, and was probably admitted as a partner in the house on the 1st of February following. At all events, I find in the New England Palladium of September 11, 1810, an advertisement of a large stock of goods recently imported by Kirk Boott & Son. The father died in January, 1817; so that, instead of two or three years, as Mr. Brooks, without qualification, asserts, he had then been a partner of the house about seven years,—in fact during nearly the whole of that period when, according to Mr. Pratt (p. 113), Mr. Boott, senior, had been engaged in trade successfully.

The settlement effected with Messrs. Lyman & Ralston, in September, 1831, affords a good opportunity of testing the accuracy of Mr. Brooks's memory.

It is represented by him as a transaction very deeply impressed upon his mind.

"I believe," he says, "I do remember that settlement pretty well." Here is a case, where he is very sure that he cannot be mistaken. Yet, strange as it may seem, he does not remember a single item of that settlement. He says, over and over again, that Mr. Boott's investment there was "*sunk*" (p. 134);—that

a release from his indorsements of \$30,000 "was the only advantage ever realized by Mr. Wright Boott from the \$70,000 invested by him in the Milldam speculation" (p. 41); — that, as part of this settlement, "it was finally arranged, that this mortgage should be made of the Milldam property to raise the \$30,000" (p. 41);— and that "the mortgagee, who was one of Mr. Ralston's family, afterwards took possession, and foreclosed the mortgage." (p. 42.)

Not one of these statements has a shadow of truth. Mr. Wright Boott received by that settlement, besides the reversions of his two sisters, which will be worth at his mother's death \$32,000, a payment in cash, or its equivalent, of \$7,624, making in all nearly \$40,000.

The mortgage in question was not created as part of that settlement; on the other hand, it was expressly stipulated in the agreement, that it should be taken up, as a preliminary step to all further proceedings. It was accordingly discharged in October, 1831, and of course it was never foreclosed.

Subsequent events have made Mr. Brooks familiar with the fact, that Mr. Boott's sisters assigned to him their reversionary interests; but he asserts (p. 41), that this was a condition insisted on by Mr. Boott, before he would join in the mortgage of the Milldam Foundery; whereas that mortgage was made the year before, and the money went to the relief of those ladies' husbands.

Mr. Brooks moreover says (p. 134), that Mr. Boott's capital in the Milldam Foundery, amounting by his own statement to \$70,000, amounted, with interest, in his (Mr. Brooks's) judgment, to much more, before the concern was finally wound up.

Again (p. 46); "The business of the Milldam Foundry, so far as Mr. Wright Boott's concern in it extended, was gradually wound up, leaving the residuum subject to the mortgage above mentioned, in which it was finally absorbed."

And again (p. 115); "I presume, before the business was finally wound up, his loss there, including interest, was not much short of \$100,000."

I do not doubt, that such is Mr. Brooks's judgment; and his presumption is undeniable. But he is evidently ignorant, that, by the settlement of 1831, Mr. Boott parted with his whole right, title, and interest in the Milldam Foundry, and had no more to do with its winding up, or the subsequent gain or loss, than Mr. Brooks or I had.

In short, Mr. Brooks has not stated one single condition of that settlement aright.

By this time, I think, it must be pretty evident that Mr. Brooks has undertaken to enlighten the public about transactions, of which he never knew any thing, or which he has completely forgotten.

The settlement with Messrs. Lyman & Ralston was made by myself in behalf of Mr. Wright Boott, and all the original papers are still in my possession. Mr. Boott took especial care to have that settlement made upon a basis, that would enable him to discharge all his obligations to others. That his calculations were accurately made, is proved by the result, viz. that, when he finally settled his account, he had property in his hands sufficient to pay his debt to the estate of Jonathan Amory, without encroaching upon his trust funds.

Had any adverse circumstance disappointed his just expectations, he still had a reversionary interest of one third of the estate, worth at his mother's death \$48,000, to fall back upon ; so that, in no event, could any one have lost any thing by him. Yet this exactness of calculation, proving how completely he understood his affairs, is made use of by Mr. Brooks, as a coincidence affording ground of suspicion. And Mrs. Brooks, in her letter to her mother (App. p. 49), says, that her brother had brought in "his accounts in such a way as to make it appear as if the estate was in debt to him \$25,000, just the amount of his private debt to Mr. Lowell, when, by his own showing, even at his own high estimates, your \$100,000 is not entire, and when William has not been paid any part of his portion."

With this choice extract, I will now dismiss this portion of the subject, and turn to the question of Mr. Boott's supposed insanity.

This is not, of course, like matters of account, susceptible of direct proof, and must ever be, to some extent, differently viewed by different minds. I will endeavour to examine it dispassionately.

It is not pretended, that Mr. Boott at any time labored under a general insanity, or one which disabled him from taking his part in the ordinary intercourse of life. Had such been pretended, a host of witnesses would have been ready to bear their testimony to his clearness of intellect, tranquillity of deportment, and urbanity of manners.

What is alleged is, that Mr. Boott had a mono-

mania, or partial insanity, manifesting itself in insane suspicions that certain of his nearest relations were inimical to him, and leagued together for his injury ; that such suspicions were founded in a mere delusion ; and that their effect was, to keep him in a state of constant irritation, which broke out at intervals with great violence.

Such a form of insanity is by no means uncommon, and is detected at once whenever a conversation happens to turn on the persons or transactions, that form the objects of suspicion.

It is necessary, however, to be well assured, — before the mere existence of such suspicions, or any violence consequent upon them, is received as evidence of insanity, — not merely that they are unfounded in fact, but that the party entertaining them had no rational grounds for his belief. For, no matter how false they were in themselves, no insanity can be inferred, if there was reasonable ground for entertaining them, — or even such ground as would be sufficient to influence a person, not insane, laboring under any of the various passions, which agitate the human breast. A *primâ facie* case might, perhaps, in the latter instance, be made out, subject to refutation on proving the existence of such passion in the mind of the person suspected of insanity.

The first point of inquiry, then, is, whether Mr. Boott had any rational ground for the belief, that certain members of his family were inimical to, and leagued against him.

I shall begin with Mr. and Mrs. Brooks, whose quarrel

with him appears to have had the earliest origin. It seems, that, during the summer of 1842, Mrs. Brooks had been writing to her mother in England, complaining of the mode of living of the family in Bowdoin square, and especially that the sons of Mr. Wells, who were at that time residing in their grandmother's house, got up late in the morning, smoked cigars after breakfast, &c.

How early these complaints were made, or reached the ears of Mr. Wright Boott, or what anterior causes of offence he may have had with his sister, we are not informed; but certain it is, that this interference, as he considered it, and underhand attempt to injure him with his mother, was not very agreeable to Mr. Boott; and he especially resented the terms in which she spoke of his nephew, William B. Wells, a young gentleman of most amiable deportment and exemplary character, who was beloved and respected by all who had the pleasure of his acquaintance. Though naturally offended at these letters of Mrs. Brooks, Mr. Boott manifested his displeasure by no violent reproaches, nor by any angry letters or messages; but, with that gentleness that ordinarily marked his character, he satisfied himself with treating her, and her husband, at whose instigation he believed her to have written, with marked coldness. Could he well have done less? That I may not be suspected of giving any undue coloring to this recital, I subjoin an authority which Mr. Brooks will hardly dispute. It is a statement made by Mrs. Brooks herself, and inclosed, on a separate sheet of paper, in a letter to Dr. Francis Boott, of November 30, 1842.

MRS. BROOKS'S STATEMENT.

Wright, for many years, even before mother left home, has treated Edward with the most marked indignity and caprice ; often refusing to speak to him, when we have called on him, and taking no notice of him at the family dinners, not even asking him to partake of any of the dishes he might be carving. This has been submitted to for the sake of *family peace* ! Till Christmas, 1841, he behaved to me in a friendly way. That morning I sent him, as I had often done before, a trifling gift (some socks, such as I knew he liked and could not buy). He refused them in a most rude and ungracious manner. I was very unwell at that time, but, to show that I had not taken offence at his message in the morning, I made an effort and joined the family at dinner. Wright received me very coldly and hardly spoke to me during my visit, though he talked fast enough with the rest of the company. I returned to the Tremont before tea, feeling a good deal annoyed, and Edward declared I should not go to the house again. However, as mother constantly urged our going to see him, in two or three weeks we called and were scarcely noticed, Edward not at all. This was not very encouraging, but we called, from time to time, for mother's sake, through the spring. During the summer, I often went to the Square (as usual when in the country) to sit half an hour or more, till Edward could join me to go out of town. Sometimes I saw Wright in the parlour, and sometimes would go to the garden to speak to him. His manner grew worse and worse, till one day, I think the 10th of September, 1842, I went to the Square to get some thick clothes from my trunks, which were there by mother's permission. After I had made up my bundle, I went to the garden to see Wright. The plants were so high I did not see him, and called to Nannie, who was there, to ask where he was. "Why, close to you," she said, and ran down the walk to join me. I turned and saw W. walking towards me on the gravel walk in front of the dining-room. I extended my hand and said, "How do you do, Uncle Wright ?" He did not take my hand, — made no answer, and began to pick some dead leaves off a plant near us. I then said, "You want rain." He looked at me

in his stern way, — turned his back and walked away ! I felt very much vexed, but determined to keep my temper and walked slowly after him and said, “Your dahlias are very fine.” Not a word of reply, and he went in among the dahlias. My heart began *to stop*, as it always does when I am excited, but I walked round the bottom of the garden, up the middle walk. I took my glass to look at some flower Nannie pointed out, and through it I could see Wright watching me through the high plants. As I passed him I said to Nannie that we had better go home, as Uncle Wright did not incline to speak to us, and went through the house to my carriage and drove home ; — and thus ended my last visit to the home of my childhood !

About ten days after this the Great Western got in, and one day being in town I stopped for Sarah Wells at the Square, but of course did not go in. Whenever there had been any letters for me at the Square, Sarah, or whichever of the Wells might chance to be with me, would bring them to me, and give them directly to me on getting into the carriage, that I might cast my eye over them and read them any news that would interest them. This day she said nothing of any letters, till, as she was going into her own gate, she handed me a letter loosely wrapped in half a sheet of paper, and said, “A gentleman asked me to give this to you.” I said, “Why, what is it ?” She replied, “O, you will see.” When I got home I found it was a letter for me from mother, and on the outside was scrawled in Wright’s handwriting this sentence ; “Extract from James’s letter of September 2nd ; ‘I wish you would tell Eliza to mind her own business, and not to write out to mother what she pleases to call disgraceful practices at the Square, the young men breakfasting at noon with cigars. Now, does she do this to give mother pleasure ? If not, she ought to be ashamed of herself, and I shall have no pleasure in getting her little wants if she has not more Christian spirit.’ ”

What had I done, that James should in this unprovoked and wanton way injure me ? and to this day he has never written to say he regretted it.

I remember writing to mother one morning after I had been at the Square, where I went to wait an hour for Edward to go out of

town with me. I went to the dining-room, where I found William Wells lounging on the two easy chairs reading the paper, with a cigar in his mouth, and his breakfast beside him. He took no notice of me in any way. I went to the garden where Wright treated me so gruffly, answering me very rudely or not at all, that I returned to my carriage, preferring to sit in the street to subjecting myself to such insults. This was after 12 o'clock, and as I passed the stairs F. Wells was just coming down in his morning gown.

When I showed Edward how Wright had scrawled on my mother's letter, I [he] wrote to Wright to express his sense of his conduct, and to forbid him to hold any further intercourse with us. He wrote also to Mr. Wells, and since then we have had no communication of any kind.

Such is Mrs. Brooks's own vindication of the course Mr. Edward Brooks deemed it necessary to pursue on this occasion. It is very evident, that Mr. Boott had legitimate cause of offence. He was the head of the family. Mrs. Brooks was not living there, and it was at least officious in her to write to his mother, without his knowledge, entering complaints against him and those under his roof. It is equally clear, that he did not give vent to his feelings by any harsh or intemperate language, but contented himself with treating those who had offended him with silent coldness.

It might have been wiser, if Mr. Brooks could have exhibited equal forbearance. Instead of which, immediately on the occurrence of Mr. James Boott's message above cited, he indited the following letter to Mr. Boott.

Boston, September 22, 1842.

SIR,

The petty and spiteful insolence which you have thought proper, for reasons best known to yourself, to show both towards me and

my wife for many months, is no longer to be endured. As there has not been the slightest cause of provocation, all expostulation is in vain with one who disregards not only common politeness, but common sense.

My wife, who is laboring under complaints which may soon put an end to her life, is not to be subjected longer to the insults she has been constantly exposed to from you, whenever she has entered her mother's house.

The object, therefore, of this is to *forbid* you henceforth from holding any intercourse with either of us under any pretence whatsoever.

You may, perhaps, resort, as you have already done, to the *manly* expedient of retaining a letter which came into your hands several days, and then scribbling on it low and vulgar abuse of the *lady* to whom it belonged. This, perhaps, we may find it difficult to prevent, but we shall take care that you shall not often have the opportunity; and should it happen, we shall be prepared to treat such conduct with proper contempt. Do not presume to send an answer to this communication. If you do, it will be returned unread.

EDWARD BROOKS.

MR. JOHN W. BOOTT, BOWDOIN SQUARE.

It is not one of the least extraordinary "facts of this extraordinary case," that this message of Mr. James Boott, the mere transmission of which called forth the above philippic, did not produce any feeling of enduring resentment towards its author. Mrs. Brooks in a letter to her mother of May 15, 1844, thus speaks of her brother James :

"I would to Heaven I could see him, and help you nurse him. I hope he thinks of us, as we do of him, kindly and affectionately."

Mr. Brooks has the coolness, after having written this letter, *forbidding* Mr. Wright Boott, under any pre-

tence whatsoever, from holding any intercourse with himself or his wife, to make it a subject of reproach to Mr. Boott (p. 62), that "he refused, or caused the refusal of, all intercourse, of the most ordinary kind, with any of us. And all this was, so far as I know and believe, without any cause in the world, that any rational man could act upon."

Mr. Brooks's letter may, perhaps, in his own estimation, not be a cause to justify any action by a rational man.

Not content with fulminating this epistle at Mr. Boott on a provocation so obviously inadequate to justify it, Mr. Brooks wrote on the same day to Mr. Wells, as follows.

Thursday, September 22, 1842.

DEAR SIR,

The conduct of J. W. Boott to Eliza and myself for a year past has been rude beyond measure, but within a day or two his treatment has been such that we have been obliged to break with him altogether.

I have written him this morning, expressing my indignation at his unprovoked ill-treatment.

To yourself and family I have always entertained the kindest feelings, and still do, as I believe I have shown as I had opportunity. I hope still to be able to remain on the friendly terms we have always been upon.

It becomes necessary, however, to know what members of the family intend to uphold this person in his insolent usurpation and unjust aspersions on certain members of the family.

All who continue to frequent the house during his stay in it, and uphold him in exclusive possession of what we have a right to consider as common, I shall look upon as siding with him.

You may easily suppose that I must have good reasons before I

could be brought to take such ground as this ; but I deem it necessary to have the rights of the family and the feelings of its members respected. Now is the time to let the thing be distinctly settled. During my connection with Mrs. Boott's family, it has been my constant aim to live on good terms with all and to keep peace. Why my wife should be insulted in her father's house, and treated with injustice and unmanly meanness, I cannot understand, and certainly will not permit it, without expressing all the resentment I feel. I wish you to consider this matter and let me know what I am to expect.

Yours very truly,

EDWARD BROOKS.

WILLIAM WELLS, Esq.

To this communication, Mr. Wells made the following mild and gentlemanly reply.

September 23, 1842.

DEAR SIR,

I was much surprised and troubled by your note of yesterday.

In the many differences, which have unhappily arisen in the family, we have never been consulted by either party, or taken sides, or been requested by any one to do so. Aware that discussions and explanations in such cases are rarely useful, and the whole of the right seldom entirely on one side, perhaps owing to defective information, we have studiously avoided them ; and contented ourselves with what little we could do, to moderate these irritations. This course, I think, is the only one I can with propriety take. To act otherwise would be to constitute myself a judge between the parties. This, I think, I have no right to do.

Fanny, and my family in general, as well as myself, are grateful for the many essential services you have rendered us, and indeed look upon your conduct and that of Eliza, as a series of kind offices. This feeling we have expressed unreservedly, and upon every proper occasion.

From Mr. Wright Boott, during an intimacy of more than thirty

years, I have received continued and uninterrupted kindness ; and this has been extended to every part of my family, perhaps too liberally. Are you correct in requiring me to cancel and dissolve a friendship so durable ?

I conceive that a neutrality in these misunderstandings is the only proper course for me and my family to take. We shall be most seriously grieved to lose the pleasure of your society and friendship, and that of your wife.

But I hope better things, and that you will still permit us to enjoy those advantages. I am truly sorry for the offence between you and Mr. J. W. Boott, with the grounds of which I am very imperfectly acquainted.

I remain, dear sir,

Yours truly,

W. WELLS.

MR. BROOKS.

It is impossible too much to admire the conciliatory tone of this letter, and the truly Christian spirit it evinces. How was it received by Mr. Brooks ?

September 23, 1842.

DEAR SIR,

I perceive from the tenor of your note that we are to be strangers for the time to come.

As to J. W. B., his conduct has become such, that no members of the family can long avoid becoming parties to the feuds, which his insane conduct is producing. I have no right to ask you to dissolve your connection with that person, nor do I pretend to dictate to you about it.

But as to becoming parties in the question, that, I conceive, you and yours have long since become, perhaps unconsciously ; but even a good principle may be carried too far. The case, as I view it, is just this. You are apparently but little acquainted with the actual state of it. J. W. B. has long since usurped possession of the family mansion. I do not mean that he originally did so,

but of late years, especially since his mother's absence, he has undertaken to refuse admission to *all* and every *member* of the family, as far as I know, excepting yourself, wife, and children; with the grievances of others I have nothing to do, otherwise I might repeat, as you know, some very disgusting instances of his malicious interference with some of the family. There are many others which you do not know, but of which you cannot long remain in ignorance. With regard to myself, you know whether I am likely to provoke ill-treatment, or to fancy it unjustly.

Now, the case stands thus. Mr. and Mrs. Wells and their children are the only persons of the family permitted by this man to enter the mansion of their common parent. While he is driving every one else away, your sons are harboured by him, I think I may say, very much to their injury in every possible way.

My wife has felt and expressed her indignation, that, while this person, whose name I have hardly patience to repeat, has treated her with disdain, turning his back upon her, your son, at 12 o'clock in the day was sitting at his breakfast, with a cigar in his mouth, not deigning so much as to return her salute, as she came into the room. Now look at the thing, out of doors, as it appears to the world. Here is the whole family turned into the street, and Mr. and Mrs. Wells and their children looking out of the windows, and laughing at them. For one, I am determined not to submit quietly to such a state of things. I have done *nothing to deserve it*, unless to have shielded this man, when his unfaithfulness as a guardian and executor, and his slanderous imputations as a brother, had brought him nearly into the fangs of the law. You must not talk of *misunderstandings* and *differences*. It is no such thing. You must arouse yourself, or you will be in a situation much more serious than you imagine. I talked last spring very seriously to your son Frank, as I had a right to do, he having called on me for pecuniary assistance. I told him, as I now tell you, that he would have neither credit nor character as a man of business, while he remained as he now is. You see how I view this matter. It is to me the most painful thing I ever did. I have made more sacrifices of feeling to keep on terms with J. W. B. than I have ever done with any man,—but all in vain; and upon my

honor, never to my knowledge gave him just cause of offence. Had I done so, and he had convinced me of it, I would most freely have asked his pardon.

There are some matters of business between us, which, as we cannot conduct them in the pleasant manner we have done, I wish to have closed. The mortgage I hold on your estate, you can, no doubt, easily transfer to some one else, as the estate is worth a good deal more. Pray do so, and if possible, within a fortnight. Our other concerns are not important. You will some day see this business in its true light, though I have no hope that you will do so now. I suppose it is intended for some good purpose, that one, and he, let us hope, not in his right mind, should poison the peace of so many.

Yours, &c.

EDWARD BROOKS.

P. S. You must see that while you, the eldest member of the family, countenance this man, by allowing him to go without remonstrance, it is virtually taking his part.

Was Mr. Boott insane when he thought Mr. Brooks inimical to him?

As Mr. Brooks, in the above letter, states upon his honor, that he had never given Mr. Boott "just cause of offence," a declaration, which, I have no doubt, was made in all sincerity, I claim for Mr. Boott the privilege of being heard on the same point.

On the back of the letter of Mr. Brooks to Mr. Boott, above transcribed, Mr. Boott made a memorandum in these words:

"I defy him [Mr. Brooks] to point out an instance in which I have treated him with the slightest discourtesy. I have never given him provocation, other than this, — that I have preferred to forego his society,

rather than submit to the caprices of his intolerable temper."

Although Mr. Wells, in his answer to Mr. Brooks's first letter, above transcribed, expressed an earnest wish to be allowed to remain on good terms with both parties, it was not that he was not fully sensible of the contrast between them in the degree of their excitement.

"Though I desired," says he, (in the letter to Dr. Boott, of August 23, 1844, above quoted,) "to remain neutral in this quarrel, I protest against being understood to consider both sides as equally blamable; nor does my letter to Mr. Brooks admit of any such interpretation. The violence of Mr. Brooks astonished and shocked me."

Mr. Brooks, in a note (p. 137), enters into a labored vindication of the request to Mr. Wells, in his second letter, that he would pay off the loan he had made to him on the estate at Cambridge. He says that his conduct has been much misrepresented in that matter, but does not charge that misrepresentation upon me, and admits that it has but a remote connection with the issue between us. I certainly have not the slightest desire or intention of attributing to him any improper motives in that transaction; nor should I now advert to it at all, except for the purpose of stating that part of the subsequent occurrences which is within my own knowledge. This seems to me to be due to the parties, whoever they may be, with whom he is at issue on this subject.

It is true, as Mr. Brooks says, that Mr. Wells was put to no inconvenience in raising the money, Mr.

Boott having undertaken to do it for him. He (Mr. Boott) first applied to me. I was not in funds, and advised him to propose the loan to the Massachusetts Hospital Life Insurance Company. He did so ; but Mr. Tilden, the actuary, informed him that the office lent only from \$3,000 to \$5,000 on country estates, and the sum required was \$7,800. He next sent out to Mr. Cushing, at Watertown, with like ill success. He then employed Mr. Henry Andrews, who, after several days, reported that it was impossible to induce capitalists to lend on that kind of security. At last, through the intervention of the late Mr. George A. Goddard, he obtained the money from Mr. Ebenezer Francis, but only on condition that Mr. Wells should pledge, in addition to the estate, six of his shares in the Merrimack Manufacturing Company.

Let the reader judge how far Mr. Brooks is justified in his assertion (p. 138, *note*), that "any capitalist, desiring a good investment, would willingly lend, on such a property, a third of its value."

There is one point, however, in relation to this subject, deserving a more serious animadversion, as it throws some light upon the accuracy of Mr. Brooks, an accuracy vital to almost every issue he has raised. He asserts, in the same note, that he had requested Mr. Wells to pay the mortgage, "not at a moment's warning, but within a few days, or weeks, when convenience would permit ;" and he quotes the conclusion of his letter to Mr. Wells in the following words, opposite to which I will repeat the exact words of the original letter, now before me.

MR. BROOKS'S EXTRACT.

There are some matters of business between us, which, *as we cannot conduct them in the pleasant manner we have done*, I wish to have closed. The mortgage on your estate, I presume, you will find no difficulty in *transferring*; as it is worth much more than its cost. I should like to have it settled within ten days, or a fortnight, *if convenient to you*. The other money matters between us are of no consequence.

Very truly yours, &c.

ED. BROOKS.

ORIGINAL LETTER.

There are some matters of business between us, which, as we cannot conduct them in the pleasant manner we have done, I wish to have closed. The mortgage I hold on your estate you can, no doubt, easily transfer to some one else, as the estate is worth a good deal more. Pray do so, and if possible, within a fortnight. Our other concerns are not important. You will some day see this business in its true light, though I have no hope that you will do so now. I suppose it is intended for some good purpose, that one, and he, let us hope, not in his right mind, should poison the peace of so many.

Yours, &c.

EDWARD BROOKS.

P. S. You must see that while you, the eldest member of the family, countenance this man, by allowing him to go without remonstrance, it is virtually taking his part.

It will be observed that the words, not only quoted but emphasized by Mr. Brooks, "*if convenient to you*," are not in the original letter, and would have materially modified the peremptoriness of the requisition.

I repeat, that it is no part of my intention to sit in judgment on Mr. Brooks's motives in this transaction ; but it is all-important that his accuracy should be tested, wherever he has afforded us an opportunity of doing so. A more correct opinion can thus be formed of the reliance to be placed on such of his reminiscences, as cannot be subjected to the same ordeal.

Mr. Brooks, in the same note, further says of this letter to Mr. Wells ; "I spoke of Mr. Wright Boott in it, under the provocation of the moment, in harsher terms than I should now deliberately approve." This apology, to a certain extent, every right-feeling man will admit ; but when did Mr. Brooks come to this more deliberate judgment ? If he did so when he became persuaded of Mr. Wright Boott's insanity, did he ever attempt to soothe that gentleman's feelings by the slightest expression of his regret ?

Mr. Brooks himself informs us, that, when he wrote the letter to Mr. Boott, in September, 1842, he had no settled belief in Mr. Wright Boott's insanity. I will do him the justice to say, that it is morally impossible that he could have even suspected it. But did he or Mrs. Brooks ever have any intercourse with Mr. Boott afterwards ? Certainly not. Their belief that he was insane, therefore, does not rest on their personal observation.

It is worth while, before proceeding further, to see who, among the persons competent to form an opinion, did so esteem him. It is well known, that a person laboring under monomania will exhibit it at once, when

the persons or topics, forming the subject of the delusion, are alluded to in conversation.

Now, Mr. and Mrs. Brooks did not think him insane. Mrs. Lyman, his sister, who had seen and conversed with him on these topics before she removed from her lodgings, did not, as she testified at the inquest, so esteem him.

Nor did Mr. and Mrs. Wells and their family, who were in the habit of visiting him constantly, down to the day of his death, and who conversed with him freely on these topics.

Nor did Mrs. Kirk Boott and her family, who had the same opportunities of observing him.

Nor did Mr. and Mrs. Ralston, who passed some weeks in his family, in the height of these troubles, and heard him speak of them frequently.

Nor did Mr. Loring, his legal adviser, with whom he communicated, exclusively on these topics.

Nor did Mr. Darracott, who was brought into contact with him at the moment when the refusal of Mr. and Mrs. Brooks and Mr. William Boott, to sign the deed of the house, must have peculiarly irritated Mr. Boott.

Nor did I, his confidential friend and adviser.

Not a single human being, having opportunity of judging, and whose opinion was unbiassed by personal resentments, has been adduced as believing in Mr. Boott's insanity.

It is true that extracts are given from several letters from Dr. Francis Boott of London, showing that, at one time, on *ex parte* statements from Mr. Brooks, Mr. Wil-

liam Boott, and Mr. Robert C. Hooper, he entertained the opinion that his brother was insane. Who would not, on such statements uncontradicted ?

Mr. Brooks says (p. 79) ; “ Dr. Boott, to whom the principal events above-mentioned were fully communicated, by Mr. William Boott, as they occurred, considered them plain evidences of partial insanity ; ” — showing clearly the *ex parte* nature of his information.

On the next page, Mr. Brooks says ; “ It was once said by Mr. Lowell in my hearing, that Dr. Boott also, afterwards, altered his opinion respecting his brother’s derangement. I doubt whether Mr. Lowell has sufficient ground for that statement.” And again (p. 81) ; “ Subsequent events, I have reason to believe, left Dr. Boott’s opinion of his brother’s insanity precisely where it originally was.”

He does not tell us what that reason was, or on what his doubt is founded.

The following passage in a letter from Dr. Boott to me, dated June 16, 1845, after his brother’s death, will not only set this point at rest, but show how much value is to be attached to Mr. Edward Brooks’s unexplained reason and doubt :

“ Mrs. Wells tells me, that there are conferences held by the Brooks and Mr. William Boott with Mr. F. Dexter, with a view to defeat the will. I cannot suppose any such idea is entertained ; but, if the attempt is made, I wish to suggest to you, that the letters written during the last year or two by J. W. B. to his mother and brother James would afford very conclusive evidence of his competency to discharge any duty ;

and I can only say, that they shall be sent to you, — and that, as my mother's age and my brother's infirmities forbid the idea of their giving testimony in person, I will willingly appear to offer my evidence, if I can be of use."

In a letter to Mr. Wells, dated July 2, 1845, speaking of the confirmation of the intended opposition to the will, he says; "I cannot suppose, that there is any ground of apprehension about the result. It may be difficult for a judge to account for the animosity between brothers, but such things exist without any mental disorder; and, if family dissensions are to be ascribed to insanity, it behoves us to enlarge our hospitals, and to put many now at large under restraint. I have sent to Mr. Lowell my brother's letters of the last two years to myself, my mother, and James; and also such as have been preserved of Mrs. Lyman's, Mrs. Brooks's and William's. My brother's, I think, would satisfy any judge of his sanity." And again; "The clear and indisputable evidence of his mental soundness, to be derived from your testimony, Dr. Jackson's, Mr. Lowell's, and from his letters, would, at least in this country, banish any opposing party out of court with disgrace."

In another letter, also to Mr. Wells, dated July 17, 1845, Dr. Boott says; "I do not believe the foolish attempt will be made, to set it [the will] aside. In one respect, I am malicious enough to wish it might be made; for I know nothing that would so well expose the temper and judgment of my brother's opponents. I trust no compromise, which Mrs. Ralston says has been

thought of by them, will be, for a moment, entertained. But in Mr. Lowell's firmness we can trust."

Mr. Brooks is certainly unfortunate in his selection of Dr. Boott, as the only member of the family, not concerned in these quarrels, who coincided with him in opinion.

The case, then, so far as personal testimony is concerned, is narrowed down to that of William Boott and Robert C. Hooper, Esquires.

Now, these gentlemen have, avowedly, been engaged in an altercation with Mr. Boott, resulting in the one case in a blow, in the other in a letter designed to provoke a challenge. What the provocation was, that led to these results, we can know only from the statements of the parties. The immutable rule of justice has ever been, in all countries, that, in disputes, both parties, or neither, should be heard, and no one condemned on the *ex parte* testimony of his opponents. No rule can be more just. For there hardly ever has occurred a dispute, in which each party did not afterwards sincerely believe himself to have been in the right, and to have exhibited a moderation and forbearance strikingly in contrast with the excitement of his adversary.

In the present instance, the lips of Mr. Wright Boott are closed in death. Does any one doubt, that, if he had an opportunity to be heard,—if he were here to state his own case,—he would present a very different view of the whole matter?

He informed me, immediately after its occurrence, of the interview with his brother William that resulted in a blow; and, while he deeply lamented, that he

had allowed himself to be so much excited, he most solemnly assured me, that he was provoked by the most galling and insulting remarks. Mr. William Boott's own statement of that interview shows, certainly, that he did not refrain from taunting personal observations, such as surely tended, whether so designed or not, to irritate Mr. Wright Boott, and such as could hardly be justified, if addressed to an insane brother. He told him, that "his conduct had been such, as to drive away from him every member of the family," and especially instanced Mrs. Brooks, "who used to be very kind and attentive to him, until he had treated her so, that she had been obliged to break off all intercourse with him." (p. 74.) I will do Mr. William Boott the justice to say, that I have no belief that, when he addressed these reproaches to his brother, he believed him to be laboring under insanity. Did he think him so afterwards?

In order to solve this question, it becomes necessary to see what were Mr. William Boott's feelings and what was his conduct towards Mr. Wright Boott, after the time when, according to Mr. Brooks's pamphlet, he believed him to be insane. I do not mean to express a doubt, that Mr. William Boott thinks that he believes his brother to have been insane; but there is a wide difference between what a man, laboring under strong excitement, thinks he believes, and what he really does believe, as evinced by the less fallible criterion of his words and actions.

I suppose it to be impossible, that any man, having the natural affections of our race, should feel resentment towards a near relative, and especially towards one cha-

racterized by a noble and generous nature, who was laboring under that direst visitation of heaven, insanity; I suppose it to be impossible, that the tenderest sympathies should not be awakened by such an affliction, and the strongest desire be felt, to soothe the feelings of the sufferer during life, and, when dead, to shield his memory from obloquy or suspicion.

This, then, I conceive to be a test, by which to try the sincerity of Mr. William Boott's belief in his brother's insanity. If we find, that he thought and spoke of him with resentment,—that he wished to humiliate and punish him,—the inference is irresistible that he did not, at the bottom of his heart, believe him to be irresponsible by reason of insanity.

To show what Mr. William Boott's feelings were towards Mr. Wright Boott, before and after the quarrel, of which he has given a narrative, I shall resort to a testimony to which he cannot take exception, the testimony of his own letters.

The following letter, which does honor to the feelings of the writer, was written on the eve of Mr. Wright Boott's departure from England, after travelling with Mr. William Boott in Europe.

Liverpool, August 7, 1823.

DEAR WRIGHT,

I should not do justice to my feelings, did I suffer you to leave the country without expressing my gratitude for the sacrifices you have made on my account, and for the unceasing kindness and attention you have shown me during the time we have been together. I cannot speak the warmth of my feelings, but they are not for this reason the less strong. There is no one to whom I am bound by offices of kindness so strongly as yourself, though I too

well know these have not always met with such a reception as they merited. I have wept for my errors, and can assure you they will never return. While on the Continent, my health, or, more probably, my irritable disposition, embittered much of your pleasure, as it has done, upon reflection, my own happiness ; but I trust the future will compensate for all. Your absence has cast a gloom over our circle, which will be only removed by the news of your safe arrival in Boston, to which place may prosperous breezes soon bear you. If I can be of any service to you, it will be a pleasure to me. I write these hasty lines to assure you of my affection, which you must not distrust, for I am sincere when I say, whatever be my faults, want of love or gratitude to you is not one. God bless you.

Yours truly,

WILLIAM.

The next letter was written soon after he had attained his majority.

Dublin, July 7, 1826.

DEAR WRIGHT,

If I did not write to you on the 15th of June, I did not forget that my first duty on that day was to thank you for a very kind and affectionate guardianship, which you have discharged without ever hinting at the trouble it must, at times, have given you. I am very grateful to you for all your kindness, and especially for the readiness with which you left home, at an inconvenient time, to accompany a sick, peevish boy to Europe. If I have not been able to restrain my expenses within the due bounds, it is not that I have any pleasure in spending more money than I ought, but you know how much money is required in this country for moderate expenses. I have found that very few foreigners are well received anywhere without their appearance indicates ease in pecuniary affairs, and I have perhaps too much pride to wish to show my poverty.

I am not fond of my profession, nor do I see any reasonable prospects of its conducting to the ultimate object of all men's labors, success. When I say I am not fond of it, I do not mean that I do not appreciate its general utility and respectability ; but it does not

suit either the character of my mind, or the tone of my feelings. To succeed in any object, I must have a taste for it ; and, if I could meet one suited to me, I think I can devote myself faithfully to it. If I knew any honorable means of gaining the competence I aspire at, I would sacrifice all secondary objects in its pursuit, and attach myself to it with all the energies I possess. It is a great while since I have heard from you, and I think my letters cannot all have reached you. Frank wrote me that you had remitted some money to Mr. Wright, and told me that I might draw for £200, which I shall have remitted to Mr. Thornely. This remittance will leave me in debt to him £400, and I hope you will soon remit to him, and give me credit upon some one here. Will you give my best love to mother, and believe me

Yours truly,

W. B.

From a large number of letters addressed by Mr. William Boott during the last three years to his friends in England, filled with complaints and harsh expressions concerning his brother, I shall select a few sentences sufficiently indicative of the tone of his feelings. I do not transcribe the letters at large, because they contain matter relating to other members of the family, and also relating to strangers, which might make mischief, and which is alien to the present issue.

In a letter addressed to Dr. Boott, dated May 14, 1844, he has this remarkable sentence : "I regret that I did not bring him [Mr. Wright Boott] to an account for the blow he struck me last summer."

Again, July 31, 1844 : "Afterwards, when he [Mr. Wright Boott] brought false charges against Eliza and me, and cunningly attempted to forestall public opinion by disseminating them among our friends by means

of Fanny [Mrs. Wells] and Anne [Mrs. Ralston], and when he treated Mary so brutally, I became very angry with him, and time has strengthened my resentment. These were not the outbreaks of a temper, ruined by solitude, and made ungovernable by indulgence, but prudent, selfish calculations, and interested attempts to make a tool of a person [Mrs. Lyman] whom he believed to be at his mercy, and, as such, betraying no disqualification of insanity." Again, November 15, 1844. "The long submission I have made, the movement of John Lowell in getting a joint letter* signed by some of the family, which is represented as an entire defence in all things of Wright, and the constant petty slanders of the Wells, have done me great harm; and you may believe how I long for an exhibition of the accounts, that every one may see what sort of a person Wright ever has been."

Again, May 1, 1844: "Fanny and Anne have sought to defend him at all risks. The result of their conduct, by bringing out the truth, will be the reverse, and expose him, vulnerable in so many points, to the censure and retribution, that he might have avoided by quietly retiring, and letting himself be forgotten, with all the mischief he has done."

And yet again: "I desire to show in my own justification, that there is, in my case, no family quarrel, — unless a man, who is knocked down by a highwayman, has got into trouble by quarrelling with the latter."

Is it possible, that, when Mr. William Boott penned

* I never procured, or knew of, any such letter.

these sentences, he believed, in his heart, that his brother was insane? Every principle of human nature forbids the inference. And was Mr. Wright Boott insane for believing Mr. William Boott to be hostile to him, and acting with others for his injury?

As allusion is made, in one of these extracts, to Mr. Wright Boott's treatment of his sister, Mrs. Lyman, when she went to reside with him in Bowdoin Square, it may be proper, here, briefly to notice the allegations on that subject.

Mr. Brooks in his pamphlet (p. 4) says: "Mrs. Lyman, after her husband's decease, early in 1844, being without a home and in straitened circumstances, naturally looked to her mother's house as the only place to which she could properly retire, and she occupied apartments there during the last year of Mr. Wright Boott's life,—but literally occupied her own apartments only. Mr. Wright Boott required this as a condition of her being received into the house, not permitting her even to take a meal in his company, and literally never seeing her, though under the same roof, unless by accident, and then not speaking to her."

It will be observed, that this is a direct, distinct, positive charge, without any qualification whatsoever.

And again (p. 77): "Mr. Wright Boott called to see her and was at first, kind in his manner, but soon after insisted on her signing a formal paper, promising to observe certain conditions, already alluded to. She was never to see him, but to live by herself in her own apartments, and never to permit either Mrs. Brooks, or Mr. William Boott, to visit her."

It is well known to every person at all intimately acquainted with the parties, that this harshness, as it was called, was the theme of loud and reiterated complaint, and tended, more than any other one thing, to produce a prejudice against Mr. Wright Boott.

It forms a prominent topic in Mr. William Boott's letters to his brother, Dr. Boott.

In his letter of May 14, 1844, he says, that Mr. Wright Boott "so far forgot himself as to insult Mary in her need, and just after her husband's death."

Again, May 1, 1844: "As I had, in very strong terms, expressed my indignation at Wright's *insolent oppression** of Mary, one of Anne's objects was to explain away the effect of the paper that Wright made Mary sign; and she spoke of it at the ———, as a paper which Wright was justified in drawing up."

And, in the same letter: "I have never inquired what her [Mrs. Lyman's] feelings to Wright are, — but I certainly hope, that she does not forgive such an outrage, as he has put upon her, easily. My indignation is excited to the utmost, when I learn that Mrs. Lyman has shown a great deal of temper in her conduct to her brother Wright; that her confinement to her room is a voluntary thing on her part, and so on."

Again: "We are constantly asked, How is it that your mother allows the Wells' and Ralstons to use her house as their own, and yet imposes such hard conditions upon Mary before she is admitted to enter it under humiliating conditions in her time of want and sorrow?"

* Underscored in the original.

Again: "I forgive him his conduct to me, and, although I am very indignant at his shameful conduct to Mary, I remember the disordered state of his mind."

Again, in a letter, dated July 31, 1844: "How could I not resent his treatment of Mary? What would father have done? You say that the bond was foolish. So it was, but that was the least of its bad qualities. If his heartless oppression of her, aggravated by the recent loss of her husband, are not good causes for strong resentment, I can conceive none."

Will it be believed, that for all this there is not the shadow of a foundation? To prove it, I now produce the conditions signed by Mrs. Lyman, the original of which is in my possession. They are in the shape of a letter from Mr. Wright Boott to her.

Boston, March 21, 1844.

DEAR MARY,

I have reflected upon the conversation which passed between us yesterday, and deem it necessary to recapitulate some points, which may be of importance hereafter, from the systematic misrepresentation which has been made of my words or actions. I stated, that, from a consideration of your affliction and condition, I would receive you in this house, and should be happy to do what I could to soothe and comfort you. It was also clearly enforced upon you, that, if you came, neither Brooks, or his wife, or William Boott would be permitted to visit you;—that I did not wish to influence you in these quarrels, and desired you not to involve yourself in them, and that, on your inquiry if I expected you to break off all acquaintance with these persons, I told you I had no such desire, and that you might visit them as often and as much as you pleased, but that you must never mention their names in my presence. You mentioned to me, much to my surprise, that I knew that Fanny

did not like you, and was jealous of my conduct to Mrs. Ralston and Mrs. Boott. I proved to you the total groundlessness of such a belief, from facts and circumstances (not of recent occurrence) within my own knowledge, which have taken place, at various times, as far back as eighteen months or two years. Mr. and Mrs. Wells and their family will be often here; it is my desire that they should; and I hope that nothing in your conduct or manners may make their visits otherwise than agreeable. As I wish to guard against all possible misunderstandings, I now state, that, if you in any way be induced to originate or spread dissension, our connection must terminate; — that I shall say this to my mother, and that no appeal to her against such a necessity will be of any avail; — that I shall say the same to Mr. Thwing,* and inform him, if such a case should arise, he must provide for you elsewhere. I do not design that this arrangement shall make any change in the economy or affairs of the house; and you must expect nothing in the way of style or display, which I consider will be inconsistent with my duty and obligations to others. Under your present circumstances, I think you must be aware of the propriety and even necessity (indeed you have so expressed yourself to me) to avoid every unnecessary expense, and I shall expect it from you. As respects your domestic, I reserve to myself the right to dismiss her, if it shall at any time appear that she has been an instrument in the hands of Mr. Brooks or others, which the circumstances of her leaving this house render possible.

If you feel that you can promise me a faithful compliance with the spirit and tenor of this letter, I am ready, on my part, to fulfill my expressed intentions; and for this purpose and for reasons mentioned before, I request you to affix your name below.

Yours truly,

JOHN W. BOOTT.

I have carefully read the foregoing letter, and I unreservedly accede to all that is contained in it.

MARY LYMAN.

* Mr. S. C. Thwing was administrator of Mr. Lyman.

And these are the conditions, which have been so much complained of, and made the theme of such reproach to Mr. Boott! Are they, considering that gentleman's position, in themselves unreasonable, and are they harshly expressed? Is the promise, "and should be happy to do what I could to soothe and comfort you," consistent with Mr. Brooks's assertion, that "she was never to see him"? And does not the phrase, "you must never mention their names in my presence," prove the very contrary? Is there any thing here to justify Mr. William Boott's epithets, "insult," "outrage," "humiliating conditions," "shameful conduct," "heartless oppression," and a host of others, that I have before me in his letters?

It is certainly to be hoped, that Mr. William Boott labored under some "delusion" in respect to the conditions imposed upon Mrs. Lyman; or that some evil-disposed person had taken advantage of the facile credulity of his nature.

It may be alleged, that, if not in the written agreement, these conditions were then, or afterwards, prescribed in conversation. But, in the first place, conditions, not only not inserted, but absolutely contradictory to those which are inserted in the bond, are not to be assumed without positive proof.

The facts were these. Mr. Boott called upon his sister in her affliction and need, expressed the deepest sympathy, and gave her one half of all the money at that time in his hands. She proposed to remove to her mother's house, to which he consented. Finding, however, that she had conceived an idea that Mrs. Wells

was not friendly to her, and was, moreover, apt to be jealous of any attentions or affection shown by him to other ladies of the family, he thought it a necessary precaution to provide against the breaking out of fresh family dissensions in his mother's house; and it was with this view, that the above conditions were prepared. I hold myself pledged to prove the accuracy of this statement, if denied by Mrs. Lyman. I must, however, do that lady the justice to say, that I am authorized to contradict nearly every thing stated as on her authority in Mr. Brooks's pamphlet, and, among other things, the existence, in the agreement, of either of the two conditions, that she was to confine herself to her chamber, and that she was never to see her brother.

I have said above, that conditions, not in the agreement and absolutely contrary to its tenor and spirit, are not to be lightly assumed as having been insisted upon in carrying it into effect. I have, indeed, direct proof that no such conditions were enforced.

I am authorized to state, that, when Mrs. Lyman first went to the house in Bowdoin Square, Miss Sarah Wells, who was residing there at the time, remembers distinctly that Mr. Boott sent to his sister an invitation to tea, and again, on the following day, to dinner; both of which invitations she declined.

Mrs. Wells, also, remembers, that, at a later time, when Mrs. Ralston was residing with her brother, she at Mr. Boott's request, or at least with his assent, went up to Mrs. Lyman, and endeavoured to induce her to come down; but without effect.

Mr. Wells, also, authorizes me to state, in his name,

that the whole story of Mrs. Lyman having been treated by her brother with cruelty, &c., is an entire misrepresentation; and that he took every prudent measure for her welfare and comfort.

I have, however, no need to resort to any other authority, than that of Mrs. Lyman herself.

In a letter now before me, addressed by her to Dr. Boott, under date of May 15, 1844, are the following sentences: "He [Mr. Wright Boott] said he was willing to receive me,—that I could have my mother's room, where he should wish me to receive all my visitors,—that neither his habits or dress disposed him to be in society,—and that his afternoons and evenings were passed in the parlour, where he should choose to be undisturbed. Sometimes, in the mornings, he worked in the greenhouse; and then, if I desired to use the parlour, I might do so."

Mrs. Lyman, in this letter, is stating her grievances, for it was written after she had begun to side against him. I forbear, for obvious reasons, from producing any passages illustrating the state of her feelings at that time and afterwards. She has, with great propriety, declined any participation in this posthumous attack. My only object now, in alluding to her then existing feelings, and the purpose for which this letter was written, is to show, that it is an *ex parte* statement; reading it as such, it is obvious that Mr. Boott gave her the free use of the parlour in the forenoon (the time of all ceremonious visiting), reserving to himself a freedom from interruption by company in the afternoon and evening.

In the same letter Mrs. Lyman says: "I told him I should take the room that he had assigned to me; and, as my feeble power of swallowing rendered it necessary for me to eat alone, and, as he desired me to see my friends in mother's chamber, I would confine myself to it."

Observe Mrs. Lyman's words, "I told him." In this she is literally correct; for, in a note to her brother, now before me, dated on the Saturday evening before her removal to his house, she says, "I shall confine myself to the room prepared for me, as my health is infirm and my power of taking food very limited."

Here, then, all the alleged unreasonable conditions, with the corollaries drawn from them, of "insult," "outrage," "heartless oppression," "shameful conduct," &c., are, on Mrs. Lyman's written authority, exploded.

"My indignation," says Mr. William Boott, "is excited to the utmost, when I learn that Mrs. Lyman's confinement to her room is a voluntary thing on her part, and so on."

I am glad to have it in my power to relieve his unpleasant emotions, by proving, from the highest authority, that the statements which called forth this indignation were literally and strictly correct.

Indeed, in her testimony at the inquest, Mrs. Lyman very properly told the jury, that her having confined herself to her chamber, and her not having seen her brother during the entire year she resided under her mother's roof, was her own fault and not his. So Dr. Putnam expressly states, and the expression is distinctly remembered by the coroner, by Mr. Kirk Boott,

and by myself, as also by others to whom it was mentioned on the day of the inquest.

I invoke a comparison of this letter of Mr. Boott to his sister, with that of Mr. Brooks to Mr. Wells, before cited. Let the temper and spirit of the two be collated; — and especially Mr. Boott's forbearance when he says, "I did not wish to influence you in these quarrels, and desired you not to involve yourself in them," with Mr. Brooks's alternative to Mr. Wells: "All who continue to frequent the house during his stay in it, and uphold him in exclusive possession of what we have a right to consider as common, I shall look upon as siding with him."

Mr. Boott's letter is to be brought forward as evidence of his insanity; what then shall be said of Mr. Brooks? I do not mean to intimate the slightest doubt of Mr. Brooks's sanity, but to show how futile are the grounds of such a suspicion about Mr. Boott.

Nor do I mean to allege, that Mr. Brooks ever knew the real state of the facts in relation to Mr. Boott's treatment of Mrs. Lyman. A misrepresentation exists somewhere. With whom it originated is a family matter, to be settled among themselves. My only object is to vindicate Mr. Boott against aspersions, widely circulated, and commented upon with great asperity. Such aspersions may answer a temporary purpose; fortunately they always vanish before the first ray of Truth:

"No falsehood can endure
Touch of celestial temper, but returns
Of force to its own likeness."

The only remaining witness, adduced in the pamphlet of Mr. Brooks, is Mr. Robert C. Hooper. This gentleman is in the position of Mr. William Boott so far as this, that he is a witness in his own case. For he allows to be published (p. 67) a part of a letter from Mr. Wright Boott, evidently intended to provoke a challenge, in which Mr. Boott complains of an insult offered to him in the presence of an unconcerned auditor, on Sunday, the 11th* of December, 1842. Mr. Hooper says, that on that day "there was not the slightest circumstance of insult" towards Mr. Wright Boott. There may have been none intended; but, before we decide that Mr. Boott's suspicion, that such an intention existed, is proof of insanity on his part, it would be satisfactory to know of what nature the alleged insult was, and what would have been the testimony of the unconcerned auditor, alluded to in the letter, on that point. Who was the unconcerned auditor? Mr. Hooper tells us, that it is his impression that Mr. William B. Wells dined with them that day. Did he then take any pains to inquire what that gentleman would say on the subject? He does not inform us; and the presumption is, that he did not. Mr. Boott undoubtedly did; for he evidently intends to convey the meaning, that he could establish, by this unconcerned auditor, the fact of the insult.

Mr. Hooper says, that he did not answer this letter, from a conviction of the writer's insanity. "In an-

* Mr. Hooper erroneously supposes it the 18th of December, 1842, which was not the day indicated in Mr. Boott's letter, as the date of the insult, but as the day when Mr. Hooper presented himself at the house for the last time.

swer to a question from Mr. Lowell's counsel," says Mr. Brooks, "the witness [Mr. Hooper] said, 'I did write Mr. Wright Boott one letter afterwards — I think in June, 1844 — in reference to another subject — a particular charge against myself, which I heard of as coming from him.'"

Mr. Brooks does not give this letter of Mr. Hooper, but I have the original in my possession; and, as my only object is to discuss the question of Mr. Boott's sanity, I shall make no further use of it than to say, that Mr. Hooper, having heard that some unfounded charges had been made against his character, inquires of Mr. Boott whether these charges emanated from him, and whether he had made any statement which (to quote Mr. Hooper's own words) "would reflect, in the slightest degree, upon my character as a man and a gentleman."

Is it to be credited, that, when Mr. Hooper wrote this letter to Mr. Boott, he seriously believed that he was writing to an insane man?

I feel bound also to say, that Mr. Boott told me, that Mr. William B. Wells was the person referred to by him as present when he received the supposed insult from Mr. Hooper, and that another person was also present, Joseph Purcell, his servant; — that Mr. Hooper made no reply to his (Mr. Boott's) letter until both these witnesses were removed by the act of Providence, — Mr. Wells by death, and Purcell by insanity; — that his letter to Mr. Hooper bore date September 6, 1843; that Mr. Wells died on the 26th of February, 1844; that Purcell was removed to the Insane Hospital June 6, 1844, and that Mr. Hooper's letter to himself bore date June 7, 1844.

I do not give these dates as having any importance in my estimation ; but Mr. Boott has a right to be heard in his own vindication ; and such coincidences have an important bearing, when we are trying the issue of his insanity, because they enable us to realize his position, and show the aspect in which events presented themselves to his mind.

There remain to be considered a few points in Mr. Boott's conduct and opinions, that are brought forward as evidences of his insanity ; — such as, that he thought certain persons to be leagued against him ; that he suspected a tampering with his servants ; that he believed Mrs. Lyman to be acting the part of a spy upon him ; and that he believed his letters at the post-office to have been intercepted.

As to the first point ; — what are Mr. Brooks's letters to Mr. Wells but attempts to induce that gentleman and his family to unite with the writer in just such a league ? Mrs. Lyman, in one of her letters to Dr. Boott, dated May 15, 1844, filled with complaints of her brother, says : “ Say as much or as little of this communication, to mother, as you please. Edward, Eliza, and William told me it was my duty to make it to you.” If these are not proofs of just such a combination, as Mr. Boott suspected, I do not know what proofs could exist on such a point.

Another alleged suspicion is, that his servants were tampered with. In a letter of Mr. William Boott to Dr. Boott, of February 18, 1844, he says, “ I have not been inside the house at the Square since I took lodgings ;” and, a few lines below, “ One of the servants

told me, that some books had been laid out for me," &c. If Mr. William Boott was not living at the house, and had not been there, how came he to be in communication with one of the servants? Certainly I have no belief that it was for any purpose of tampering with their fidelity; but is it to be set down as proof of insanity on the part of Mr. Wright Boott, that he, under the excitement of a quarrel, should have suspected it?

Still another alleged suspicion is, that Mrs. Lyman was acting the part of a spy in the interest of his enemies. A hundred instances might be produced from the letters to England, to show that Mrs. Lyman was in the habit of daily communicating with Mr. and Mrs. Brooks, and Mr. William Boott, on topics connected with these dissensions. Thus, in a letter of Mrs. Lyman to her mother, dated October 31, 1844, she says: "It is in vain to hope to induce Eliza, Edward, and William Boott, to sign the paper for the sale of the house. They never will do it." And again: "The more they know of Wright's proceedings, the more they are strengthened in their resolve."

Now, no one of these parties, except Mrs. Lyman, was at this time in communication with Mr. Wright Boott, and there could be no proceedings, except those towards herself, — a knowledge of which they derived from her.

Again, Mr. William Boott says, March 31, 1844: "His imputation of Mary's being guided by adverse counsels is another instance of that mental aberration, which has ruined him and broken up the family. A still further proof of it is his having told Mary, that all

the servants in the house are spies upon him." These sentences prove that Mrs. Lyman was in concert with them, and communicated all that passed. Where, then, is the evidence of insanity in Mr. Boott's believing or suspecting it?

There is also good reason to believe, that Mrs. Lyman, in secluding herself in her chamber and refusing all intercourse with Mr. Wright Boott, was acting under the advice of her brother William. At least it is certain, that, even before she left her lodgings and went to the house in Bowdoin Square, she had communicated to Mr. William Boott the correspondence that had passed between Mr. Wright Boott and herself, — in one of the letters of which, as above cited, she announced her determination to confine herself to her chamber. For, in the letter of Mr. William Boott to Dr. Boott, of March 31, 1844, he says: "I wish you to return the letters between Wright and Mary. The day before Mary left her lodgings, I asked her to give them to me, which she did."

It will also be remembered, that Mr. William Boott, in the passage above quoted from his letter of July 31, 1844, speaks of his brother's "attempts to make a tool of a person [Mrs. Lyman] whom he believed to be at his mercy." Mr. William Boott is perfectly sane in suspecting his brother of attempting to make a tool of Mrs. Lyman, but Mr. Wright Boott is mad, beyond hope of recovery, for entertaining the self-same suspicion of the opposite party!

There is yet a fourth suspicion, on which more stress is laid than on any of the others, namely, the appre-

hension in Mr. Boott's mind, that his letters had been intercepted at the post-office. To the postmaster it no doubt appeared to be a flagrant case of insanity, to surmise that any such thing could have been perpetrated in his office. But to those of us who have no such official prepossessions, it is not enough to prove such a suspicion to have been unfounded in fact, as, in this instance, I have not a shadow of doubt that it was;—it must also appear, that Mr. Boott had not such grounds for entertaining it, as might and would influence a person of rational mind, under the excitement incident to violent and protracted dissensions.

The facts, as stated to me by Mr. Boott himself, were these :

In the course of the autumn, he had written a letter to a Mrs. Spencer, of Newburyport, remitting a small dividend on some bank stock belonging to her, which he had been in the habit of collecting for her. Receiving no answer, and fearing his letter had miscarried, he wrote to her again, and got a reply, expressing her surprise at his not having received her acknowledgment, as she had put it into the post-office herself.

About the same time, or soon afterward, two parcels addressed to "Mrs. Freme, Brattleboro', care of John W. Boott, Esq., Boston, per Nonantum," were found by Mr. Boott on the table in his servants' hall. As he then kept no man-servant, and no one went to the post-office but himself, the circumstance surprised him; and upon inquiry he found, that Mrs. Lyman had brought them from Mr. William Boott's room at the Albion. On the following day, he took the two parcels

to the post-office, and inquired whether they had passed through the office, and was told that they had, and had been delivered to some one who called for them.

To a man, feeling as Mr. Wright Boott must have felt towards his brother William, who, he thought, was doing every thing in his power to injure him with his family in England, such a circumstance was calculated to awaken suspicions, unfounded, I am confident, yet very natural in his position, and not tending to prove any disorder of mind.

Still later, and not long before his death, he received a letter from his brother James, in which the latter said that his mother was writing to him (Mr. Wright Boott) by the same steamship. No such letter arrived by that vessel.

Under the pressure of these repeated coincidences, Mr. Boott came to me to ask what measure he could adopt to prevent a recurrence of such things. I endeavoured to persuade him that the coincidences were accidental; but, finding him strongly impressed with the opposite conviction, I went with him to the postmaster, and effected an arrangement to change his box, as we found that Mr. William Boott's box was so near his, that an accidental wrong delivery might very naturally occur. This circumstance seemed to satisfy Mr. Boott, and he said no more to me upon the subject. Is there any evidence of insanity in all this? *

In the interview, at my own house, with Mr. Brooks and Mr. William Boott, after the inquest, I voluntarily stated to them these circumstances. Mr. Brooks ob-

* The missing letter from his mother, reached me, after Mr. Boott's death, by a sailing vessel.

served, that he thought he remembered the parcels for Mrs. Freme having been brought to his house by mistake ; that they came by Harnden, and not by the post-office ; and that he sent them down to Mr. William Boott's room at the Albion.

How parcels addressed to the care of John W. Boott, came to be left at Mr. Brooks's house, or why he sent them to Mr. William Boott's lodgings, instead of sending them to Mr. Wright Boott, in Bowdoin Square, he did not explain.

The pamphlet gives a different account of it. In Mr. William Boott's statement (p. 76) it is said : " No case had ever happened, to Mr. William Boott's knowledge, or recollection, of any letter addressed to Mr. Wright Boott coming to the Albion. It once happened, that a *package*, directed to a lady, but addressed to the care of Mr. Wright Boott, and not coming through the post-office, was left, by mistake, at the Albion, and this Mr. William Boott immediately sent, unopened, to the house."

I have had occasion, more than once, to test the accuracy of these self-constituted witnesses. In a case like the present, where grave charges, affecting, whatever may be pretended to the contrary, the integrity, as well as the sanity, of his own brother, are made the subject of a public appeal, after that brother has gone to his last account, it peculiarly behoved Mr. William Boott to be sure of the accuracy of his memory, and to state nothing, bearing on these issues, upon mere vague and indistinct recollections. I call especial attention to the positive assertion, " not coming through the post-office."

I happen to have, in my possession, the original envelopes of these two parcels, identified by a memorandum in Mr. Wright Boott's handwriting; and they each have the Boston post-office ship-letter stamp upon them.

Before leaving the subject of Mr. Wright Boott's sanity, I will present the opinion of two persons, every way competent to judge, and whose intercourse with Mr. Boott was precisely on the topics, that would have elicited his monomania, had it existed.

The first of these persons, whose opinion I shall offer, is Mr. George Darracott, who, having purchased the house in Bowdoin Square on behalf of the Mechanics' Charitable Association, was brought into contact with Mr. Boott at the moment, when the refusal of Mr. and Mrs. Brooks and Mr. William Boott to sign the deeds was peculiarly calculated to irritate him.

The other is Mr. Charles G. Loring, Mr. Boott's professional adviser, who of course had a better opportunity than any other person, excepting myself, of measuring the degree, and judging of the nature, of the excitement of Mr. Boott's mind on the subject of these unhappy differences.

This testimony is the more important, as it bears directly upon the point of the *relative* degree of exasperation of the two parties. Mr. Darracott distinctly draws the comparison; and Mr. Loring, I have reason to know, made a similar remark at the time. Is it not without precedent, that the man, who mastered his feelings and preserved a calm and gentlemanly deportment under a course of irritating opposition, should be charged with insanity, while no such imputation is made against

his opponent, who had exhibited no similar forbearance.

MR. DARRACOTT'S LETTER.

Boston, December 3, 1847.

JOHN A. LOWELL, ESQ.

MY DEAR SIR, — In compliance with the request made in your note of the 30th ult., “Whether, during the negotiation with the late John Wright Boott, for the purchase of the estate in Bowdoin Square,” I had any impression left on my mind, as to his being perfectly sane, at that or any subsequent time ; — it is not now for the first time, that I have expressed my opinion, that during the whole of that (to me unpleasant) negotiation, the conduct and bearing of Mr. Boott were frank, courteous, and gentlemanly in the highest degree, anxious to make any sacrifice of feeling, not involving his high sense of honor or personal integrity, to enable him to complete the sale which he had made to the Mechanic Association, in whose behalf I was, in connection with others, acting. Stung to the quick by the imputations which were made respecting his conduct as executor of the will of the late Kirk Boott, he never lost his self-control, or allowed himself to use language unbecoming a gentleman. And it was with much surprise, that I heard the allegation of Mr. Edward Brooks, that Mr. Boott was insane, and had been so for years. It is true, that at that time it did not make a very strong impression on my mind, for Mr. Brooks was much excited, and used strong language.

I should not have brought Mr. Brooks's name into use in connection with this unpleasant affair, had I not named the subject to you at the time it occurred ; and this, I presume, is the reason why you have made these inquiries of me.

I am, Sir, with much respect, yours,

GEO. DARRACOTT.

Mr. Darracott has since sent me the following additional note :

Boston, January 22, 1848.

JOHN A. LOWELL, ESQ.

MY DEAR SIR,—I have received a note from Mr. Edward Brooks, requesting me to add to my note to you, of December 3d, the conversation which took place between Mr. J. W. Boott and myself at the time Mr. Brooks refused to sign the deed.

Mr. Boott said, it was what he had expected; and then added, with some considerable feeling, “Ours was always a united and happy family until Brooks came into it.”

This conversation, you may remember, I repeated to you at the time; and you then asked me if I, at any time, had noticed any thing in Mr. Boott’s manner to justify the remark, that he was insane. My answer was, that I never had, and that, in all the interviews I had had with Mr. Boott, I had ever found him calm and collected, while Mr. Brooks had been much excited; and I believe I laughingly added, that, if I was called upon to say which was the insane man, my reply would be, not Mr. Boott.

I have, I believe, given, as near as I can recollect, the words used at the time, and should not have volunteered this testimony, had I not been particularly requested to do so.

With much respect, I am, dear Sir, yours, &c.

GEO. DARRACOTT.

The impression made upon Mr. Darracott’s mind, of the calmness and self-possession of Mr. Boott, as contrasted with the excited language of Mr. Edward Brooks, is very important. The remark, that, if called upon to say which was the insane man, his reply would be, “Not Mr. Boott,” coincides almost in words with an observation made at the time by Mr. Loring. Yet Mr. Brooks says (p. 137): “I cannot say that I was not exceedingly provoked, nor that I did not sometimes express myself with warmth,—not concerning Mr. Wright Boott, of whose partial insanity I was at this

time thoroughly convinced, — but concerning some of my wife's relatives," &c.

Now I have no doubt, that Mr. Brooks sincerely believes that he manifested great forbearance, at the time referred to, in speaking of Mr. Wright Boott,—a belief, as we have seen, utterly at variance with the fact. This may afford a good illustration of the degree of confidence to be reposed in a gentleman's estimate of his own calmness and moderation, when engaged in a quarrel. Had not Mr. Brooks himself elicited this statement from Mr. Darracott, the assertion that he did not express himself with warmth concerning Mr. Wright Boott would have stood upon precisely the same ground, as Mr. William Boott's narrative of his own calmness and forbearance now stands,—that is to say, upon his own uncontradicted authority. On what principle is Mr. William Boott's self-commendation entitled to more credence than Mr. Brooks's?

MR. LORING'S LETTER.

TO JOHN A. LOWELL, ESQ.

MY DEAR FRIEND, — As it is needless to assure you, so I trust it would be equally so to assure Mr. Brooks, of my friendship for whom you are aware, that it is with extreme reluctance that I reply to your note of November 30th, as appearing to take any part in this unhappy controversy.

But in a public appeal, so deeply affecting your character, and the memory of one who reposed in me confidence as his professional adviser and friend, and relating to proceedings on your part and his, some of which were under or in accordance with my professional advice and sanction, it appears to me a plain dictate of imperative duty not to withhold any information sought for, which

may tend to throw light upon the propriety of them, or be of any moment in reference to your or his reputation.

My personal acquaintance with Mr. Boott, before I was retained as his counsel, in June, 1844, though of many years' duration, was very slight, and afforded no means of judging of his character or habits of mind, farther than as illustrated in the dignity and exquisite refinement of manner peculiar to him, and of which the most casual observer could not be unconscious.

When thus first applied to, I was not, as I believe, informed of the nature or extent of the difficulties subsisting between him and members of his family, farther than that the settlement of the accounts as executor of his father's estate was matter of controversy and required professional aid.

And, if my memory is faithful, the first knowledge I had of the painful details was from Mr. Brooks, in an interview had in reference to the desire which I entertained and had expressed of being useful as a mediator, or for the purpose of communicating to me the views of the other party, to enable me to form a fair opinion of their respective merits.

I very soon afterwards had the interview with Mr. Boott and yourself, in which were discussed the state of his affairs as executor, the history of his proceedings in regard to the property which came to his hands as such, and of his separate estate ; his connection with, and liabilities for, Messrs. Lyman & Ralston ; the distribution of portions of the assets among the several children of his father ; the appropriation of the income belonging to his mother ; and the means that existed of tracing the property and ascertaining the amount of income, and the principles upon which the investigation should be conducted and the accounts stated ; and the proofs and vouchers, that would be requisite to sustain them. And in all the subjects, involving necessarily constant recourse to memory and judgment, and requiring complex explanations, and many minute details, and a free discussion of questions of equity, Mr. Boott evinced the most perfect self-possession and coolness, an entirely clear perception of the relations, legal and equitable, between himself and the members of the family, and a most conscientious desire and determination, that, let the result be as it might to him-

self, he would do all that the strictest justice and honor required towards them. And, in the conversation that ensued upon the personal controversies of the family, in which most of those stated in Mr. Brooks's pamphlet and some others were discussed (which were unavoidably of a painful and exciting nature), he exhibited the same entire self-possession, — narrated many of the causes and incidents of the alienations with minute particularity, and explained the circumstances with the most distinct perception of their relations to each other, without any perceivable excitement in manner or language, although with very decided expressions of his sense of the injustice under which he considered that he was suffering. Justice to the dead requires of me to say, that I left him at the close of that interview profoundly impressed with the dignity, self-possession, intelligence, and manly forbearance which he had exhibited.

Nothing occurred in the subsequent interviews which tended in any wise to change the impressions then made, nor any thing, that I remember, material, until the last evening which we passed in discussing the account, after it was made up and prepared for presentation at the probate office. The course pursued in arriving at the results stated, the proofs that could be adduced in its support, and the principles of law and equity that were supposed pertinent, were all considered, and the result was discussed in reference to its justice to the parties interested. Mr. Boott expressed his firm conviction, that, if he had charged all that he had expended for the heirs, and could exhibit a detailed statement of his appropriations of the property in his hands, a larger balance would be found due to him; but he seemed disposed to relinquish any claim for that exhibited, under the pressure of the circumstances in which he was placed by his inability to render detailed accounts, and the imputations made upon him of abuse of his trust. And this is the more deeply impressed upon my memory by the fact, that, in replying to him upon that subject, I designated the course he proposed as "Quixotic," and felt constrained to apologize for the phrase, from a sense of its seeming impropriety as used towards one of the mild and dignified deportment which he had uniformly exhibited.

In conclusion, I have only to add, that, whatever may have been the state of Mr. Boott's mind, at previous periods, or at other times, I had, and now have, no more doubt of his entire sanity throughout these interviews with me, than I have of my own, or of that of any other person living.

Yours, ever faithfully,

CHARLES G. LORING.

December 10, 1847.

Ashburton Place.

The manly forbearance on Mr. Boott's part, in discussing matters of such painful interest, was not confined to his interviews with Mr. Loring. Dr. Boott says, in his letter to Mr. William Boott of April 15, 1845, that in all his brother Wright's correspondence with his friends in England, during those sad disputes, he "cannot remember any harsh epithet."

One other point, indirectly associated with this subject, I will briefly advert to. It is the letter written to me by Mr. Boott the evening before his death.

Great stress is laid throughout the book upon my unwillingness to exhibit this letter. Italics innumerable are made use of to convey the impression, that some mysterious motive must have governed me in this refusal. The proceedings before the probate court are stated by Mr. Brooks (p. 159) to have had no other object, than to compel its production; and there was a bill of discovery served upon me from the Supreme Court, with the same view. And, though I distinctly stated to Mr. Brooks that the letter contained no indication of aberration of mind, — though I repeated the same thing to Mr. Dexter, adding that there were

topics in it of a confidential character, — though I made an affidavit to the same effect before the probate court, — yet all this only confirmed Mr. Brooks in his surmise, that my motive must be an apprehension that the letter, if produced, would tend to prove the writer's insanity.

In my interview with Mr. Franklin Dexter on the Sunday preceding Mr. Boott's funeral, he stated to me the determination of his clients to have an inquiry instituted into the question of Mr. Boott's sanity. I replied, that I did not see how that could be done unless *ex parte*, or unless it were by disputing the probate of Mr. Boott's will, of which I was the executor. When soon afterward Mr. Dexter proposed that I should write to Mr. Brooks, stating that I had not shown, and would not show, the letter, and that it had produced no effect upon my own mind, I answered, that if I were assured it was not the design of Mr. Brooks and Mr. William Boott to place me in an antagonistical position to them, by disputing the probate of a will, which it would be my duty to defend, I would willingly give to Mr. Brooks the assurance proposed ; — otherwise I must decline. Mr. Dexter replied, that in this he thought me quite right, but that he had no idea that his clients entertained any such intention. This is the simple explanation of what appears to Mr. Brooks so singular. I think it will satisfy every impartial reader, that nothing could be more natural than that the idea of an intention to break the will should have been suggested to me by Mr. Dexter's declaration of his clients' intention of having an investigation into the question of Mr.

Boott's sanity. To Mr. Brooks it seemed a very suspicious circumstance ; for

“ trifles, light as air,
Are, to the jealous, confirmations strong
As proofs of holy writ.”

My motives for withholding the letter were twofold. I entertained at that moment sincere hopes, that the differences existing in the family would soon die out for lack of aliment ; and there were passages in this letter tending to irritate the parties, and which, for that reason, I was desirous to withhold. My other motive was, that the letter contained matter of a strictly confidential character, not relating in any way to these disputes, which I did not feel at liberty to disclose. I accordingly politely, but steadily, declined to exhibit it.

Circumstances occurring before the probate court compelled me to show the letter to my counsel, Messrs. Choate and B. R. Curtis, which I had never done before to any one, not even to Mr. Loring, under whose advice I had at first acted. I am now enabled to present their confirmation of the character I had ascribed to the letter of being written with great calmness, as befitted the occasion, and evincing no aberration of mind.

LETTER FROM MESSRS. CURTIS AND CHOATE.

Court Street, December 3, 1847.

JOHN A. LOWELL, Esq.

DEAR SIR,

We were of counsel for the probate of the late Mr. J. W. Boott's will, both in the probate court, and on the appeal taken by the party opposing the probate of the will.

After a call had been made on you in the probate court to produce a letter from Mr. Boott to yourself, in which his will was said to have been inclosed, you showed the letter to us as your legal counsel.

The reasons for showing us the letter were, that we might advise you whether the letter was a testamentary paper, and to be produced as such and placed on file in the probate court; and that we might form an opinion, whether the letter, if produced, would tend to prove the insanity of the writer, and adopt such measures in the conduct of the cause as its production should make necessary, in case the judge of probate should order you to produce it.

We read the letter in your presence, and advised you that it was not a testamentary paper, and that, in our opinion, it did not evince unsoundness of mind.

We thought the letter would be evidence of the sanity of the writer, and that if there were not insuperable objections to its production, arising from the nature of its contents, it would help the cause at issue, to produce it. We have no doubt, that, if it had been left to our discretion to use the letter or not to use it on trial of the issue of Mr. Boott's sanity, having regard to nothing but the success of our client's cause, we should have decided to use it in proof that he was sane.

It was by our advice that you resigned the executorship of Mr. Boott's will.

Our reason for advising your resignation was, that we feared, if you remained executor, the party opposing the will might file a bill of discovery against you, as a party to the record, and compel you to answer such specific questions as might be thought favorable to the appeal, allowing you no opportunity to say any thing beyond a categorical answer to those questions.

We thought it proper, that you should place yourself in a situation, where, if you testified at all, you would be able to tell the whole truth.

If we remember aright, but a few weeks elapsed, before the

filing of a bill of discovery against you proved the soundness of our advice.

With great respect,

Your obedient servants,

B. R. CURTIS,
RUFUS CHOATE.

It will thus be seen that the letter in question had the character which I had all along ascribed to it;—and I have no doubt, that men of high honor, and refined feeling, will appreciate my motives in withholding it.

It is said, in Mr. Brooks's pamphlet, that I at one time entertained serious doubts as to Mr. Boott's sanity. This is strictly true,—but my opinion was founded on *ex parte* statements that Mr. Boott was deeply offended with several of his relatives without any apparent cause;—and I stated this opinion to Dr. James Jackson. On meeting and conversing afterwards upon these dissensions with Mr. Brooks and Mr. William Boott, I found such a degree of exasperation against Mr. Wright Boott, as appeared to me totally inconsistent with a heartfelt belief in his insanity. When I heard, some months afterwards, that my name, and that of Dr. Jackson, had been used in England to confirm the allegation of Mr. Boott's insanity, I felt it to be my duty to call on Dr. Jackson, and present to him this new aspect of the case. I did so, nearly in the words, as I believe, employed by me in the above statement. Dr. Jackson concurred with me in the view I now entertained of the matter, and said, that, as oral opinions were liable to misconstruction, he

would send me a note upon the subject. He did so, and it was as follows :

MY DEAR SIR,

I wish to make a statement to you respecting our friend Mr. J. Wright Boott, of which you will make any use you may think proper.

When you mentioned to me, several months since, the state of Mr. Boott's mind and feelings with respect to some of his friends, I expressed an opinion that he was affected with a species of monomania. By this I meant a state in which one idea had taken so firm a possession of the mind, as to exclude the influence of all rational argument in opposition to that idea. When applied to by some of Mr. Boott's friends, I gave the opinion I had formed respecting him.

During the past winter I have had occasion to be at Mr. Boott's house very often, on professional business. I availed myself of the opportunity to observe him, in consequence of the anxiety respecting him, which this opinion had created ; but I did not discover any thing in his mind indicating disorder. There was not, however, between him and me, nor in my presence, any allusion to the subjects connected with what I had regarded as his monomania.

Since the statement which you made to me two days since, I have altered the opinion, which I formerly adopted and expressed. I do not pretend to decide what the facts are ; but, on the statement you last made to me, I should judge that there was not any evidence of monomania in Mr. Boott's case.

I do not regard my opinion as important to any one ; but so far as an erroneous one has had any influence, I wish to counteract that by this statement.

I am, my dear Sir, your faithful friend,

J. JACKSON.

Pemberton Square, April 9, 1844.

Mr. Brooks complains, in his pamphlet, that he does not know what my statements to Dr. Jackson were.

That is his own fault; for I repeated them distinctly to Mr. William Boott, and Dr. Jackson would no doubt have readily satisfied him on this point, had he asked him. They were substantially the same as I made to Dr. Francis Boott in the following letters, copies of which were also shown by me to Mr. William Boott.

Boston, April 10, 1844.

FRANCIS BOOTT, ESQ., *London.*

MY DEAR FRIEND, — As I have been told, that my opinion has been quoted to you on the subject of the state of your brother Wright's mind, I think that it would be unfair, both to him and to you, if I allowed such a statement to be made without the proper qualification.

I have never seen any thing in my intercourse with him, that would have induced such a suspicion.

It is true that, upon an *ex parte* statement from others, that he had taken great offence, without any provocation, against members of his own family, — and had proceeded to personal violence against one of them, — I became apprehensive that constant seclusion was producing unhappy effects upon his mind; and I did confidentially consult Dr. Jackson, whether it might not be well to induce him, by a change of scene, to dispel any ideas that might be taking too strong possession of his imagination.

Since that time, I have found, in my intercourse with other parties, a degree of exasperation against him, that gives to the whole matter, much more than I had supposed, the aspect of an ordinary quarrel, in which both sides may have given and endured provocation without impeachment of the moral or physical sanity of either, and I must say, that this exasperation is quite inconsistent with a conscientious belief, however they may persuade themselves, that so near a relative has been afflicted with this greatest of human misfortunes.

You will not understand me, my dear friend, as taking any part, or expressing any opinion, on the original matters in dispute. I have carefully avoided hearing any statements from either side.

I have said to both of them, that there was no sacrifice, of time or feeling, that I would not make, to bring about a reconciliation ; but that, if there was no hope of success as a peace-maker, I was determined not to become involved in the matter.

My only object now is to prevent improper inferences being made from a supposed expression of opinion on my part, — an opinion originally founded on hypothetical statements, and which I now see what I think good reason to withdraw.

I inclose a letter from Dr. Jackson on the same subject.

I remain yours very truly,

J. A. LOWELL.

And again, a few days later :

Boston, April 19, 1844.

FRANCIS BOOTT, ESQ., *London.*

MY DEAR FRIEND, — I wrote to you a few days since, inclosing a letter from Dr. Jackson, intended to remove any unfair impression that might have arisen in your mind from the opinion attributed to him, as to the state of your brother's mind. I have since seen Wright on business connected with these unhappy differences, and am fully persuaded that he is as self-possessed and rational as you or I are.

As I have said to you before, I have no knowledge, nor do I wish to have, of the causes of these dissensions, nor do I blame any one. Misunderstandings will arise among the most honorable and high-minded men, and the interference of friends frequently proves unavailing.

But I do know much, — more, perhaps, than any other person, — of the history of this property and its management ; and I am very sure, that, with many and very grave errors of form, *substantially* the whole matter stands right ; and I do earnestly desire, that a pure, generous, and high-minded man, whom I have known as such for nearly thirty years, should be shielded from the consequences of merely technical omissions.

I am, dear sir, very truly yours,

J. A. LOWELL. .

Let the reader judge how far these letters bear out the theory of Mr. Brooks's book, that I was perpetuating the misunderstandings and keeping alive the resentments of the Boott family. It is not, however, surprising, that one, who could view Mr. Wells's mild supplication to be allowed to remain neutral, as a declaration of war, should feel deeply incensed with me, when my fidelity to the memory of my friend brought me into direct antagonism with those views, which he thought it for his interest or reputation to establish.

Whether it arose from this tendency of his mind to hold every one who was not his ally, as an enemy, or whether it was to create an excuse for the publication of his pamphlet, certain it is, that, from the moment of Mr. Boott's death, Mr. Brooks has lost no opportunity of endeavouring to fasten a quarrel upon me. When foiled in one direction, he has eagerly sought for another.

I had stated to Mr. Brooks, and afterwards to Mr. Dexter, immediately after the inquest, that I had not shown, and did not intend to show, to any one the letter written to me by Mr. Boott on the evening before his death. A day or two afterwards, Mr. Dexter wrote to me to say, that he had learned from the coroner, that I had exhibited to him that letter, that he had read the greater part of it, and had not been restricted from reading the whole. Mr. Dexter added, that, under the present aspect of the case, his clients, Messrs. Brooks and William Boott, must decline pledging themselves to any course in regard to Mr. Wright Boott's will.

It will be remarked, that here is an imputation, that I had falsely represented myself as not having shown Mr. Boott's letter, and that a course of action is indicated as the consequence of the discovery of the misrepresentation.

I was exceedingly astonished at such a charge, conscious as I was that the letter had never been read to any one. I immediately called upon Mr. Loring, who suggested the propriety of at once sending for the coroner, which was accordingly done. At the interview which ensued, beside Mr. Loring and myself, Mr. Webb, a student in Mr. Loring's office, was present, and he took notes. The coroner, in reply to Mr. Loring's question as to what had passed, and without any intimation of what Mr. Dexter's note contained, or of any point between the parties, stated as follows (I copy from Mr. Webb's notes, App. p. 62) :

"Mr. Pratt said, that he had received three or four calls on this matter, from Mr. Dexter, Mr. Robert C. Hooper, and others, and was asked whether he had seen Mr. Boott's letter; that he answered, that he did see it; that Mr. Lowell opened the letter in his presence, and read to him some extracts, or repeated some portions of it; that the letter stated that he made Mr. Lowell his executor, gave some directions about the distribution of his effects, and alluded to the intention of self-destruction.

"That they asked him whether he had heard or seen any thing in the letter about Mr. Edward Brooks, and that he answered, No!

"That he had told them that something had been heard

by him about difficulties in the family, but he could not say whether he got the idea from the letter or not. That at the inquest, the jury asked the coroner whether he had seen the letter, and he told them that it was opened in his presence ; that he then inquired of Mr. Lowell if the letter alluded to the suicide, and he said it did." "That Mr. Dexter was mistaken in saying that he (Mr. Pratt) said that he saw or heard the greater part of the letter; that it was a very long letter, and very little was read to him.

"And at the close of the conversation, he added that he did not know until this moment that Mr. Brooks's name was mentioned in the letter ; and that Mr. Lowell had never mentioned Mr. Brooks's name in his presence, excepting in reply to the question who were the members of Mr. Boott's family, and has no idea, now, whether the allusions are favorable or unfavorable."

This is explicit enough ; and there can be no doubt that this is precisely what Mr. Pratt said, taken down, as it was, from his lips, and in the presence of Mr. Loring and myself.

One of these two things, therefore, must have occurred ; either Mr. Dexter must have misapprehended what the coroner had said to him (and, though I should repose as much confidence in Mr. Dexter's exactness as in that of any one, this obviously may have been the case) ; or else the coroner made two statements within twenty-four hours, on the same point, diametrically at variance with each other. In either case, the imputation against me falls to the ground ; in the first case it is refuted ; in the second, one statement of the

coroner neutralizes the other, and my own remains uncontradicted. It then became the bounden duty of Mr. Brooks and Mr. William Boott, as gentlemen and men of honor, to tender to me an apology for having doubted my word. They not only did not do this, but they proceeded, at once, to take the very course, with respect to the probate of Mr. Boott's will, which had been indicated by Mr. Dexter as a consequence of the discovery of my supposed misstatement. It is perfectly obvious, that they shut their ears to any justification of the course I had pursued; and this could have arisen only from a necessity of having some ostensible antagonist, in assailing whom they might less invidiously attack the memory of Mr. Boott.

From that moment forward, Mr. Brooks lost no opportunity of evincing his hostility to me; he retired from several boards of which we were both members, on the avowed ground that he could not be associated with me; and he entirely ceased speaking to me. All this I cared very little for, and never, in a single instance, retaliated.

At the same time, Mr. William Boott was writing to Dr. Boott, in London, concerning me, in such a strain as to call forth from his brother the following cutting reproof. I extract it from a copy, in Dr. Boott's handwriting, of a letter from himself to Mr. William Boott, of April 15, 1845.

"But you seem," he says, "to be animated by the same spirit of animosity" [as during Mr. Wright Boott's lifetime], "and, having lost one object of resentment, to turn with even embittered rancor upon another."

Again : " You write with a fierce enmity towards Mr. Lowell," &c.

Again: " Mr. Lowell has her [his mother's] confidence, and will be the friend to whom she will refer in all things connected with her property. You cannot expect her to act in opposition to her own judgment, merely because you differ from her. Mr. Lowell has all the just claims of his own high character, his early association with my father, and he has the paramount claim as poor Wright's steadfast friend, and he has the confidence of James, Mrs. Wells, and Mrs. Ralston. You much mistake your position, if you suppose that you and Mrs. Brooks can outweigh these names. I do not hesitate to say, I confide in Mr. Lowell, and that I shall write him to express my feelings."

I will adduce a single instance to show the temper in which these letters of Mr. William Boott to England were written. To make the passage intelligible, it is necessary to premise, that Mr. Wright Boott died on the 6th of March, 1845; that the house in Bowdoin Square had been sold, and was to be delivered to the purchasers on the 1st of April; that, consequently, there was not time to request and receive any instructions from Mrs. Boott, in London, before it would be necessary to dispose of her furniture; that she had given directions with regard to this point to Mr. Wright Boott; and that Mr. Wright Boott, the evening before his death, had written to his sister, Mrs. Ralston, requesting her to come to Boston and attend to this matter for him.

Under these circumstances, it became my duty to

take upon myself, however reluctantly, the task of fulfilling, so far as the altered circumstances would permit, the expressed intentions, both of Mrs. Boott respecting her effects then in the house, and of Mr. Wright Boott concerning his. For I was the private trustee of Mrs. Boott, and special administrator (the will being disputed) of Mr. Wright Boott. I did not shrink from this unpleasant responsibility; and Mrs. Ralston, under written instructions from me, proceeded to prepare Mrs. Boott's furniture for sale. A few articles were selected by different members of the family as keepsakes; and I offered to Mr. William Boott, and through him to Mrs. Brooks, the opportunity of a similar selection, which was declined.

My written directions were as follows :

Boston, March 28, 1845.

MY DEAR MRS. RALSTON,

By your father's will, the whole of his household furniture, plate, watches, wine, and liquors of all sorts, were given and bequeathed to your mother.

She was also appointed residuary legatee of all property not bequeathed otherwise. This clause would convey the books and all other personal effects.

The approaching delivery of the house makes it necessary, that some disposition should be made of the books, plate, furniture, pictures, &c. Your mother's letters to Wright, and some to myself, express her wishes that these things should be sold, with certain exceptions. These exceptions refer chiefly to articles she wished *him* to keep, and are of course superseded by his death. If time permitted, we should certainly apply to her for renewed instructions; but, as that cannot be done, we must conform as nearly as may be with the spirit of those given before.

As the legal representative of Wright, and the private trustee of

your mother, it seems to devolve upon me to assume this responsibility, and I will endeavour to correspond with what I think would be her views.

I do therefore hereby authorize and request you to reserve from the furniture, plate, books, and other effects, any articles, which any of her children may wish to retain ; and to cause to be inventoried, and prepared for sale at the earliest day, the remainder.

As I have no legal authority to represent Mr. James Boott, though I have reason to suppose he has made me his executor, I think it would be wise to keep all his property distinct, safely packed, and deposited at Mr. Wells's, or some other place of safety, till his instructions can be received.

I am yours very truly,

J. A. LOWELL.

London, April, 1845.

I approve of the above disposition of my furniture and effects.

MARY BOOTT.

The above letter will show the caution, and illustrate the spirit, with which I acted on that occasion.

The following commentary I extract from a letter of Mr. William Boott to his brother James, March 31, 1845 :

“The Ralstons are here, and, with J. A. Lowell and young Kirk Boott, sacking the house, — prying into every corner, — burning and dividing the plunder.”

Dr. Boott, in his letter to Mr. William Boott of April 15, 1845, answers this charge : “What he [Mr. Lowell] and Mrs. Ralston have since done, they had full power to do, and it has met with my mother's sanction.”

Mrs. Ralston, thus unceremoniously spoken of, is Mr. William Boott's own sister, — a lady universally admired and beloved for the dignity, grace, and gentleness of her deportment, and one whom Mr. Brooks describes (p. 82) as a person who “was always amiable.”

How Mr. William Boott came to be so intimately acquainted with what was going on in the mansion-house does not appear. But, whether his information was derived from Mrs. Lyman, or from the servants, it throws some light upon the question of Mr Wright Boott's "insanity," when he suspected him of having secret modes of obtaining intelligence.

At the same time that Mr. William Boott was writing about me, in so amiable a strain, to England, Mr. Robert C. Hooper (who, it will be remembered, is named by the coroner as one of the persons who made themselves busy in interrogating him about the letter received by me from Mr. Boott,) was endeavouring to do me a like favor in a letter to Mr. James Boott.

"I am very sorry," he says, under date of March 31, "that a certain person (J. A. L.) has acted with so much indelicacy and uncharitableness; and I have no hesitation in expressing my opinion, that, had it not been for his recent interference, the family difficulties would ere this have all been settled, and those irritating feelings have all been allayed."

Mr. James Boott was just about as much affected by Mr. Robert C. Hooper's opinion, as Dr. Boott had been by Mr. William Boott's.

I had been in possession of all these letters nearly eighteen months before Mr. Brooks opened the correspondence with me, which forms the theme of his recent strictures. I took no notice of them at the time, nor should I now, but for the duty I owe to the memory of my friend. I hope, however, that I shall not incur the imputation of insanity, if I surmise that these gentlemen were in a "conspiracy" against me.

Mr. Brooks, by putting the correspondence of December, 1846, at the beginning of his book, produces the impression that this was our first intercourse upon the subject. Had he narrated events in their chronological order, it would have been apparent that he had, by his own course of conduct, forfeited all right to call upon me for an explanation.

He says (p. 162): "I hold him [Mr. Lowell] not excused, as a gentleman, for refusing to inform me what his testimony was, when asked for the declared purpose of enabling me to correct erroneous impressions produced by it to my serious detriment."

Mr. Brooks forgets, that, nearly two years before, he had put himself in the position of having doubted my word, and, when the evidence, on which that doubt rested, had been, if not refuted, entirely neutralized, of having offered no apology for so insulting a doubt.

There cannot be two opinions, among men of honor, as to his having forfeited the right of claiming any explanation from me. A desire of preventing, if still possible, the public disclosure of these disgraceful feuds, and a lingering tenderness towards him, alone prevented me from treating his application as it deserved.

Long before Mr. Wright Boott's death, Mr. William Boott had shown a disposition to resent any expression of opinion on my part favorable to his brother, as if it conveyed by implication a censure upon himself.

In June, 1844, he addressed to me the following letter:

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Boston, June 22, 1844.

DEAR SIR,

I have, with great surprisc, lately learned from England, that you have been writing to my mother about the difficulties existing in her family, and that your opinion or advice has had an influence in determining her conduct towards some of her children.

Will you have the kindness to send me a copy of what you have written to her, and to give me the reason for your interference ?

I have also learned, at second hand, from Dr. J. Jackson, that you made a statement to him last year, upon which he gave an opinion that my brother Wright was of unsound mind ; that you afterwards made a second statement to him, which led him to reverse his opinion; and that he, at your request, gave you this second opinion in writing.

If these things so happcned, will you oblige me by informing me when your second statement was made, — what it was, — why the precaution was taken of getting Dr. Jackson to write his opinion, — and whether, at the time of making your second statement, you had inquired for, and were possessed of, the facts necessary for forming a correct judgment upon the point in question ?

With many apologies for this trouble,

I am, Dear Sir,

Yours very truly,

WILLIAM BOOTT.

J. A. LOWELL, Esq.

As I had most carefully avoided all interference and any expression of opinion in these dissensions, I was much surpriscd at the tone of the above letter, to which I sent the following answer :

Boston, June 24, 1844.

WILLIAM BOOTT, Esq.

MY DEAR SIR,

I am willing to believe that your note of Saturday, though somewhat peremptory in form, was not intended to be disrespectful or unfriendly. On that belief I will answer it.

I never wrote to your mother in my life. I never gave, directly or indirectly, any opinion or advice that could influence her conduct towards her children.

I never made any statement of facts to Dr. Jackson, except such as referred to the state of feeling between the parties, — facts sufficiently notorious.

I did not request of him to reduce his opinion to writing.

I will only add, that many dissensions and family quarrels, especially with persons of a naturally reserved temperament, have their origin in the hasty adoption of second-hand rumors.

I did write to Frank on the subject of the state of his brother's mind. If you are disposed to call at my office in a spirit of friendliness, I will read you that letter with pleasure.

I am, Dear Sir,

Yours very truly,

J. A. LOWELL.

Mr. William Boott accordingly called at my office, and I read to him my letters to Dr. Francis Boott above transcribed.

It is not true, that I ever took any part, or attempted to influence any one, in these family dissensions, until my position as Mr. Boott's executor compelled me to act on the defensive. Though the theory of Mr. Brooks's book is, that all the opinions of the Boott family were swayed by me, it is wonderful what slight proof, even of that gossamer kind that serves his purpose, he has been able to adduce of any such influence. There is a faint attempt to make it out, that I had written to Mrs. Boott prior to the 24th of June, 1844, which I certainly never did. But the phrases quoted from Dr. Boott's letters to prove it (p. 141), — "*letters received by my mother, from Dr. J. and Mr. L.,*" and again, "*appeals made to her, simultaneously, from Mr. Lowell (who inclosed*

a note to him from Dr. Jackson,) " &c., — sufficiently identify the supposed letters with those to himself, transcribed by me above, in which I did inclose Dr. Jackson's note to me, and which related to Mr. Boott's sanity only, and expressed no opinion upon the merits of the quarrel.

Mr. Brooks's motive, in alleging that I had so written to Mrs. Boott, appears to be, to throw doubt upon the accuracy of my statement to Mr. William Boott (App. p. 41), that I had never, at that time, June 24, 1844, "written to his mother in my life." But Mr. William Boott was then, and for a year afterwards, in correspondence with his friends in England, and might easily have ascertained whether my statement was true or not. In fact he did write to his brother, Dr. Boott, by the next steamer, June 30, 1844, quoting these very words of mine. Did he ever receive from England any contradiction of what I had affirmed? He certainly did not; and it was impossible that he should, as I never had written to Mrs. Boott, or given, "directly or indirectly, any opinion or advice, that could influence her conduct towards her children." Yet Mr. Brooks does not hesitate to intimate, that I had so written; and, with respect to my letters to Dr. Francis Boott, he says (p. 98), "But the contents of the letter I am not fully informed of."

Mr. William Boott was fully informed of the contents of both of the above letters, which I read to him; and he expressly says in his letter, above mentioned, to his brother, "He [Mr. Lowell] gave no opinion about the dissensions in which Wright has placed the family."

Mr. Brooks further says (p. 98): "Mr. Lowell read

to him [Mr. William Boott], at the same time, a draft of a letter to Mrs. Boott, which it was understood had not yet been sent — but Mr. William Boott is unable to recollect the contents of these letters, except that they went to explain the circumstances under which the property of the estate had come to Mr. Lowell's hands, as security for Mr. Wright Boott's note, which he took and held as a trustee, without fault on his own part; and also were calculated to convey an impression that Mr. Wright Boott's state of mind was not one of insanity."

Supposing this to be true, how does it bear out the allegation, that I was "the responsible source of opinions formed in London, unfavorable" to Mr. William Boott and Mr. Brooks? (p. 141.)

But it is not true, that I read to Mr. William Boott the draft of any such letter to his mother. This sufficiently appears by the postscript to his above-mentioned letter to Dr. Boott, in which he says, "I omitted to state that Mr. L. told me that he had a letter from mother by the last steamer, which he should reply to," without any intimation that I had prepared, or read to him, any draft of a reply. The express object of his letter is to comment on mine to Dr. Boott, but no allusion is made even to the subject-matter of my supposed letter to his mother. It is certainly true, that I had then received, for the first time in my life, a letter from his mother; but its object was to request me to induce Mr. Wright Boott, if the house were sold and the establishment broken up, to accept from her certain articles of necessary furniture, which it seemed that she had offered to him, and which he had declined.

Six months later, Mrs. Boott, at Mrs. Brooks's request (App. p. 49), asked my opinion on certain points; which, thus requested, I freely gave; and it was the draft of the letter containing that opinion, which, in January, 1845, I read to Mr. William Boott.

It will not escape observation, that I was so far from desiring or permitting any influence, that might chance to attach to my opinion, to operate silently, in London, to the disadvantage of these gentlemen, that I communicated to Mr. William Boott himself the only letter, expressing any opinion, which I had written previously to Mr. Wright Boott's death.

With the above exception, absolutely nothing is adduced to prove any influence exercised by me, except the following, which is so curious as to deserve a moment's notice.

In the autumn of 1843, Mrs. Kirk Boott, on a visit at my house in Roxbury, inquired of me with some solicitude, whether there was any truth in a rumor, that had recently been put abroad, that the trust fund, on the income of which her mother-in-law depended for support, was rapidly wasting away, and that there was danger of its being totally lost. Such an inquiry struck me with perfect astonishment; it was within my own knowledge, as it was equally so within that of Mr. Brooks, with whom I had frequently conversed on the subject, that the property remained in precisely the position, that it had been in for a long term of years. I so stated to Mrs. Boott; and authorized her to use my authority to contradict the rumor, whenever it should reach her ears. She asked me nothing about

any other matters, relating to the early management of the property; had she done so, I should doubtless have told her, substantially, what I now say, on that subject, in this Reply.

Mr. Brooks's commentary is as follows (p. 143): "Now, although Mr. Lowell was guarded enough to confine the use of his name to a statement relating only to *Mrs. Boott's* property, and only to its *comparative* condition then and *twelve* years before (which just went back to the time of Mr. Wright Boott's extrication from the business of the Iron Foundry, in 1831), yet the ladies, who had this piece of information, would not be likely to measure language with the same exactness."

Mrs. Boott's question related exclusively to the \$100,000 trust fund for Mrs. Boott, senior, and to that straightforward and simple question, I gave an equally simple and straightforward answer. Did not Mr. Brooks know, when he wrote this paragraph, that Mrs. Boott's trust fund was the only subject spoken of? He certainly did; for these are the words of Mr. Wells's letter, from which he derived his information: "Mr. Lowell stated to her, that, having heard it reported, that Mrs. Boott's property had been materially diminished, he could say this was not the case, — it remained as it was twelve years ago." (p. 142.) The only inaccuracy in this, though passing through the lips of two ladies, *Mrs. Wells* and *Mrs. Kirk Boott* (the italics are Mr. Brooks's), and one gentleman, is, that it was Mrs. Kirk Boott, and not myself, who had heard the report, and that my statement was in answer to an inquiry from her, and not volunteered.

Mr. Brooks complains, in the above paragraph, not only that I confined myself to Mrs. Boott's property (the only subject-matter of the conversation), but further, that I limited my answer to a period of twelve years. Now he tells us himself (p. 41), that it was in 1831 that I was consulted about the affairs of Mr. Wright Boott. I had never had any opportunity of a personal acquaintance with his affairs or management between 1824 and 1831. Nor had my intervention in 1831 any relation whatsoever to his accounts as executor, nor to his management of his father's estate, or of the trust funds, but was simply and exclusively directed to extricating him from his connection with Messrs. Lyman & Ralston, whose bankruptcy was at that time apprehended, although it never took place. I therefore submit, that I very properly confined my reply to the subject-matter inquired of, and to the limit of time within my personal knowledge and observation.

These facts are as well known to Mr. Brooks as to myself. Are his inferences fair towards me?

Mr. Brooks goes on to complain further:

"Mr. Lowell did *not* inform Mrs. Kirk Boott, that, *a very little more than twelve years before, the whole of that property came near being lost, in Mr. Wright Boott's private speculations; nor, that a great part of it was lost; nor, that more than half of all that was left (the mansion-house excepted) stood pledged, at that very moment, to himself, for Mr. Wright Boott's personal debts; nor that, during the twelve years spoken of, Mr. Wright Boott had paid, in principal and interest, about \$60,000 of his own debts, out of Mrs. Boott's property.*"

Now these are the very points at issue between Mr. Brooks and Mr. Wright Boott. If Mr. Brooks has made them out, he has established his case as between himself and Mr. Boott; but he has no right to make use of them to my injury, as he does in the above extract, until he has proved, which he has never yet attempted to do, that I knew, or had opportunity to know, — that I believed, or had reason to believe, — the truth of these allegations, when I made the statement to Mrs. Kirk Boott in the fall of 1843.

The truth is, that, with the exception of a portion of the property being pledged to me, I do not believe one word of any of these allegations now, nor do I believe the public will, on a candid perusal of the foregoing pages. What is more to the purpose of Mr. Brooks's fairness in bringing the charge against me above cited, it was not within my knowledge in 1843, at the time of my conversation with Mrs. Boott, that any such allegations had ever been made against Mr. Wright Boott, or that any human being believed in them, or had ever ventured to assert them.

With the exception of this answer to a plain and direct question of Mrs. Kirk Boott as to the existing state of the property, Mr. Brooks has utterly failed to show that I in any way influenced the opinions of the Boott family. The letters I wrote to Dr. Boott were forced from me by my name having been used in England to countenance the opinion of Mr. Wright Boott's insanity, and were written, I think it will be admitted, with great fairness and impartiality.

That I had always endeavoured so to act, while doing my duty towards my friend and former partner,

as to interfere as little as possible in mere personal disputes, will be apparent from Mr. Loring's letter to Mr. Dexter, published by Mr. Brooks (App. p. 63):

"I hardly need assure you, that I have a very hearty friendship for Mr. Brooks, and should rejoice to be useful in terminating any unhappy feelings that he may entertain towards my friend, whom I now represent, and who I *know* has sedulously endeavoured to avoid getting entangled in the controversy in Mr. Boott's family, and to mitigate the excitement on either side, feeling a constantly expressed regard for all, and an unwillingness to hear the accusations of either. He is now, however, placed in a peculiar position, as the representative of the deceased, whom he most highly respected and dearly loved, and must pursue the course demanded by that respect and affection; while he trusts that it will cause no further uneasiness, or any unkindness on the part of those who may differ from him in opinion."

It will be remembered that Mr. Loring, as counsel for Mr. Boott, had been in the position that enabled him best to judge of my feelings and statements.

The same caution and, I may be allowed to add, delicacy, I continued to exercise after Mr. Boott's death.

If I took immediate measures for having an inquest held, it was, as Dr. Jackson and Mrs. Lyman well know, that the fact of Mr. Boott's suicide might be established before any vulgar rumors should assign another cause for his violent end. Mr. Brooks declined being present (p. 146) "from motives of delicacy" (p. 169),

which I could well appreciate, and which would apply with at least equal force to Mr. William Boott. It never occurred to me, that either of them would dream of being present.

In this view of the case, I am confirmed by Dr. Francis Boott, who says, on this very point, to his brother William, in his letter of April 15, 1845: "I would have done the same in his [Mr. Lowell's] position. You forget the language you had used."

I distinctly stated to Mr. Brooks, that the inquest would be held that afternoon, and as early as possible, from respect to Mrs. Lyman's feelings, and that the jury might see every thing as nearly in its original condition as possible. I offered to inform Mr. William Boott, not of the inquest, but of the suicide; and this was from a kind motive, to save him from the shock of being abruptly informed of it by a stranger.

That this was understood, at the time, to be the motive for my offering to meet Mr. William Boott at the cars, appears from his own letter to Dr. Boott of March 10, 1845, in which he says: "Mary and Edward both expressed their apprehensions at the effect that the news might have on me, if abruptly communicated. Mr. Lowell pledged himself, that he would take care of that, and that he would go himself to the cars to meet me."

I have already explained how I was prevented from executing that intention. Mr. Brooks was fully advised of my opinions on the subject of Mr. Boott's insanity, both by my letters to Dr. Boott, above cited, which I had read to Mr. William Boott, and by my

conversation with himself that morning, in which I refused to assent to his inference on that point *from the suicide*. My receiving the letter afterwards could make no difference in the course that it was my duty to pursue, except that it made it imperative upon me, as the representative of Mr. Boott, to take upon myself (what kindness to the parties, and a desire to spare their feelings, had already induced me to assume,) the labor and responsibility of the inquest and the funeral, — and that it rendered it indispensable that I should appear as a witness, being the only person informed by the deceased himself of his intended self-destruction. I have already shown, that having received Mr. Boott's will could have no bearing upon my conduct, nor involve any necessity of notifying the inquest to Mr. Brooks or to Mr. William Boott, because the verdict of a jury of inquest not only is not final, but has not any legal bearing, on the issue of insanity. In fact, an opinion on that subject is, in this country, rarely embodied in their verdict, unless at the special request of friends, and was not, in fact, in this instance expressed at all. I should have given no opinion on that point, if it had not been called out by a direct question. Mr. Brooks complains (page 171), that “Mrs. Lyman, without any notice to her of the existence of a will, then in Mr. Lowell's possession, cutting her off from any share of her brother's property, was used as a witness to establish the sanity of the testator, and stopped, by him, from testifying what would have had a contrary tendency.” Was ever any thing more unfair? In the *first* place, I had not seen Mrs. Lyman, after I had

received the will, till I saw her on the stand. *Secondly*, the verdict of the jury had no effect to prevent her from appealing, as in fact she afterwards did appeal, against the probate of the will. *Thirdly*, I did not interrupt Mrs. Lyman at all, and she did proceed to state the manner in which she had lived in the house ;— that she had not had any intercourse with her brother for the whole period of her residence there. This, at her request, was not recorded. She further added, as Dr. Putnam says, and, as is well remembered by Mr. Kirk Boott, by the coroner, and by myself, that this non-intercourse arose from her own fault.

But, after all, what does Mr. Brooks mean to intimate? That Mrs. Lyman would have testified differently, if she had known, or thought, that she had some pecuniary interest at stake? I will do her the justice to say, that I believe no such thing. I never saw a human being more deeply moved than she appeared to be at that moment, or more desirous of atoning for what she felt to have been unkind treatment of her brother.

That Mrs. Lyman's conduct and feelings on that melancholy occasion made a similar impression upon the mind of so competent an observer as Dr. James Jackson, will appear by the following letter :

Pemberton Square, January 26, 1848.

MY DEAR SIR, — In accordance with the wish you expressed this morning, I will state to you what I recollect in respect to Mrs. Mary Lyman's conduct on the day of the death of her brother, Mr. J. Wright Boott.

On that day, about one o'clock, you came to my house, and

showed me a note signed "Mary Lyman," or "M. Lyman," I forget which. The note was written without the usual formalities, and every thing about it showed that the writer was under great agitation. You expressed doubts as to the person who wrote it, but I felt persuaded that it was from the sister of Mr. Boott. The note begged you to go directly to her, and to take me with you. We went accordingly to Mr. Boott's residence in Bowdoin Square.

On our arrival, Mrs. Lyman met us in the entry, and led us to Mr. Boott's chamber; but did not, I think, state to us what had occurred, though her conduct and appearance suggested what the sad event was. We found Mr. Boott's corpse lying on the bed, under such circumstances and with such accompaniments, as showed that he had died by his own hands.

Mrs. Lyman seemed to be deeply agitated and afflicted; yet she had the full control of herself, and gave us a detailed statement of what she knew, and had learned from the servants, respecting Mr. Boott's movements the preceding evening. She also stated, that she and the servants of the house had first wondered, and afterwards had been alarmed, at Mr. B.'s non-appearance below stairs in the morning; that the servants had repeatedly knocked at the door; and that at a late hour they thought it proper, with Mrs. Lyman's advice, to enter the chamber, when they found the body as we saw it. It was soon after that, as I understood, she wrote the note which you had received.

Mrs. Lyman expressed the most poignant grief at the loss of her brother, and spoke of him in terms of the warmest affection, hanging over his body and kissing him. She passed the highest eulogium on the purity and nobleness of his character. She spoke of the sufferings he had undergone as very great.

After a time I suggested the propriety of having a coroner's inquest; at which she manifested some reluctance, and asked if such a measure was necessary. I said, that, if it were not taken, some question might afterwards be raised, whether Mr. B. died by his own hands or those of another, a point which any jury could decide then by seeing what we saw.

This conversation led to a question as to Mr. Boott's insanity. On this point Mrs. Lyman spoke with a great deal of vehemence,

utterly denying that he had ever been insane. She went on to say, that he had been treated most cruelly ; clearly intimating, if she did not distinctly assert, that the result which we witnessed was from that treatment. She did not, however, so far as I remember, name the persons from whom, in her opinion, this treatment had been received. These statements and remarks were not elicited or drawn out from Mrs. Lyman by any questions or remarks by others in respect to the treatment Mr. Boott had received. They were occasioned only by some suggestion, above referred to, in respect to his sanity, or insanity, which arose in discussing the question of a coroner's jury.

In a note which I had occasion to write to you several weeks since, I spoke of Mrs. Lyman's having joined us, on the occasion above described, in seeking for a note or letter in Mr. Boott's room ; as we thought it probable that he would have left something of the sort. There were also, no doubt, other things said and done by her which I cannot now call to mind. The things which I have stated impressed my mind strongly at the time, and I have often recalled them since then ; though I have not been in the habit of talking of them, nor of the subject with which they are connected.

I am, dear Sir, yours truly,

J. A. LOWELL, Esq.

J. JACKSON.

Mr. Brooks most unjustly charges me with having been a self-called witness at this inquest. Literally I, no doubt, was so ; but that I was so for any other purpose than one of kindness to him and Mr. William Boott, and to obey the clear dictate of duty, is wholly untrue. "How came he to be a witness ? Who summoned him ?" asks Mr. Brooks (p. 167). "Mr. Lowell then, in effect, *calls himself* to the stand." (p. 171.)

I was, as Mr. Brooks well knows, the only person who had, in Mr. Boott's own handwriting, evidence of his intention of suicide. What would Mr. Brooks, with his predisposition to impute to me base and dis-

honorable motives, have said, if I had, by voluntarily absenting myself, suppressed this evidence ?

If Mr. Brooks is to be believed, I not only endeavoured to influence the verdict of the jury by my own testimony, and by suggesting questions to be put to the other witnesses, but I also managed to get Dr. Putnam put upon the jury. "One," says Mr. Brooks (p. 26), "who had not been originally summoned for the purpose, was at the house, by the invitation, I believe, of Mr. Lowell, and was put upon the jury, by Mr. Lowell's suggestion to the coroner, as I am informed. This was Dr. Putnam, a brother-in-law of Mr. Lowell."

This paragraph, it was hoped, would answer the double purpose of throwing a suspicion of unfair management upon me, and of discrediting beforehand the testimony of Dr. Putnam. Who Mr. Brooks's informant was, we are not told; it seems, however, from Mr. Loring's memorandum of December 19, 1846, above cited, that the coroner had distinctly assured Mr. Brooks that the suspicion was unfounded. The fact was this: The coroner told me that it would be necessary to have a medical man in attendance, and asked me to procure one. Dr. Jackson expressed a reluctance to attend, and I called upon my family physician, Dr. Putnam. Neither he, nor I, had the slightest expectation that he would be put upon the jury, nor did either of us make any suggestion to that effect. I think the impartial reader will hardly fail to ask, what there is in Dr. Charles G. Putnam's character or position, that authorizes Mr. Edward Brooks to hazard the innuendo, that, in the capacity of a juror,

he would not appreciate the solemnity of the obligation upon him, or could be swerved from the strict and conscientious performance of his duty.

I have said enough, perhaps too much, of that part of the pamphlet that is personal to myself. It is so apparent, on the face of it, that the issues with me are not the true ones, but are mere pretexts for calling in the public, as arbiters in Mr. Brooks's quarrel with Mr. Boott, that it would, perhaps, be wise to confine myself to the latter. There is, however, one other subject of complaint preferred against me of so extraordinary a character, as to deserve a passing notice. I refer to the alleged use of Mr. Brooks's name in the signature of a release, on behalf of a trust held by him and myself jointly, under the will of the late Kirk Boott, of Lowell. The facts are briefly these :

When Judge Warren brought to me a proposition from Messrs. Brooks and William Boott, which was rejected, he had taken the precaution of providing himself with a release, duly executed by them, of all demands on Mr. Boott as executor and trustee, to be handed to me in case the offer were accepted. Although this contingency had not happened, he yet left the paper with me, but I was not to use it without his previous authority.

On a subsequent day, I accidentally met Mr. Brooks and had a conversation with him, which led to the final settlement. He said, that if I would write him a letter embodying the substance of what I had said to him, he thought they should agree to a settlement on that basis.

I did so in a letter dated December 10, 1844, of which the opening sentence was as follows :

Boston, December 10, 1844.

EDWARD BROOKS, ESQ.

DEAR SIR, — I do not know why I should be worrying myself about other people's affairs ; but the kindness that I experienced in early life from Mr. and Mrs. Boott has endeared to me all of the name, and I would fain do something to alleviate the dissensions existing among their children.

I then proceeded to detail the plan for the future management of the trust fund, which had formed the subject of our conversation in the morning. The next day I received from Mr. Brooks the following reply :

Boston, December 11, 1844.

JOHN A. LOWELL, ESQ.

DEAR SIR, — I have shown Mr. William Boott your letter. We have conferred together upon it, and find nothing to except to.

We have fixed on Mr. Charles G. Loring as the new trustee. From what Judge Warren said last week, we infer that this gentleman will be agreeable to you, and he is entirely so to us.

With great regard, your obedient servant,

EDWARD BROOKS.

Not one word, it will be observed, about any reluctance to consent to this arrangement as joint trustee with me under the will of Mr. Kirk Boott. The letter is a full and cordial assent to the proposed arrangement, without reservation.

I immediately showed this letter to Judge Warren, and procured his consent to make use of the release he had left with me, which I sent to Cambridge, to be ex-

ecuted by Mr. and Mrs. Wells, and also executed myself, in behalf of the trust under the will of Kirk Boott, and in the usual form of such signature. This I never doubted that I was fully authorized to do by Mr. Brooks's note, above cited. On the following probate day, Monday, December 16, 1844, (the dates are here important,) this paper was exhibited to the judge of probate, in evidence that the opposition to the passage of the accounts, formerly notified to him, was withdrawn, and the accounts were accordingly on that day passed. Mr. Boott, the next week, when he presented his third account, which was one of mere form, left all his discharges for record.

Now Mr. Brooks's complaint is, that I used his name, not only without any authority from him, but with express notice of his dissent. (p. 125.)

"What is to be said," says Mr. Brooks, in another place (p. 172), "of his assuming *in my name*, as well as his own, to execute a release of our joint claim on the executor as trustees for the family of Mr. Kirk Boott, without authority from me, and without my knowledge, and after I had positively declined being in any way instrumental in releasing any claims which I held as a trustee for others."

To show how eagerly, and how blindly, Mr. Brooks grasps at any excuse for throwing blame upon me, I have only to call attention to the fact, that the letter from him to me, published in his pamphlet (p. 126), as evidence that he had notified to me his dissent, is dated December 17, 1844, that is to say, the day after the account had been passed at the probate office !

He says, himself, (p. 165) that it is placed beyond doubt, that the account was passed and allowed "because no one objected, and because releases were filed from all parties interested;" and yet he now pretends, that his letter of December 17th was a seasonable notice not to sign on his behalf a release, which was exhibited at the probate court, signed by all the parties interested, on the 16th! This contempt for chronology is, as I have already had occasion to show, characteristic of Mr. Brooks's mind.

This is not all. His letter to me, of December 17th, had no reference whatever to any *release*, but to a deed of the estate in Bowdoin Square, which required our joint signature; which signature Mr. Brooks, in that letter, very capriciously, as it seemed to me, refused on his part. I immediately went to his office and persuaded him to sign it. Mr. Brooks says (p. 127), that in that conversation, he repeated his "determination not to sign any paper, releasing claims in behalf of Mrs. K. Boott, and her family; to which Mr. Lowell replied *that it would not be necessary*;" emphasizing these words to intimate, I suppose, some deception on my part,—whereas, if I had made any such remark, it would have been the most natural one in the world, as the account had been passed the day before! I will not dwell on the absurdity of a trustee allowing accounts, that he believes to be fictitious, to be passed, no one appearing to object to them, and the next day refusing, on the plea of conscience, to sign merely *pro formâ* discharges.

Another anachronism, precisely similar in its nature

to the one just commented upon, occurs on page 123d of Mr. Brooks's pamphlet.

I had understood the final agreement for the passage of Mr. Boott's accounts to be based upon a proposition previously made to me by Judge Warren, that so much of a dividend of the Merrimack Company, just declared, should be retained by the trustee as capital, as should be found necessary, upon appraisement of the stocks, to make good the original amount of the trust funds, namely, \$100,000. The sum of \$4,560.45 was retained accordingly.

It appears that Mr. Brooks and Mr. William Boott did not wish to insist on that condition, and addressed a joint note to Mr. Loring requesting him to consider the whole of that dividend as income, and to pay it as such to Mrs. Boott. "Whether this has been done or not," says Mr. Brooks, "we have not been informed; but I infer otherwise from the fact, that a new paper, designed apparently to ratify the actual settlement, seems to have been sent out to London, I presume by Mr. Lowell, immediately after the settlement was completed, and to have been signed there February 1, 1845, by Mrs. Boott, Dr. Francis Boott, and Mr. James Boott."

The joint note of Mr. Brooks and Mr. William Boott to Mr. Loring (App. p. 57) bears date February 3, 1845; so that in plain English it amounts to this, that Mr. Brooks considers a release executed in London on the 1st of February, 1845, as warranting the inference that we were unwilling to comply with a request made in this country *two days afterwards!* I wonder

that he did not characterize our reluctance as obstinate and protracted.

There is no point that Mr. Brooks has labored more in his pamphlet, than the question whether he was justified in calling for a settlement of Mr. Boott's accounts, with a view of causing the property to be placed in other hands. It is not wonderful, that he should have felt weak upon that point ; for he had himself drawn up a paper, which was executed by all the heirs in 1833, two years after the final closing of the business on the Milldam, discharging Mr. Boott from all claims in his capacity of executor. This was equivalent to an act of amnesty for the past, so far as there was any thing to forgive, and a pledge of confidence for the future. If any movement was to be made to inquire into the past, it should have been made then ; if any action was meditated for a change of trustee, then was the moment to make it. To wait eleven years, during which time the trust funds had not been diminished one dollar, and, at the end of that long period, to demand an account and propose the removal of the property, was a step that certainly required an explanation. Mr. Brooks attempts to give it by saying that the sale of the house would put a new sum of \$46,000 into Mr. Boott's hands. What then ? He was now engaged in no mercantile business, nor in any hazardous enterprises ; he had safely kept one hundred thousand dollars for twelve years, and there was no reason to apprehend that property in his hands would not be entirely safe. Knowing that all the family, now alive, save one, are at variance with him on the propriety of

this step, he invokes the assumed opinion of Mr. Kirk Boott, now deceased. He tells us, that, from his intimate acquaintance with that gentleman's views, he feels assured that, if alive, he would have sustained him.

Mr. Brooks will hardly claim a more intimate acquaintance with Mr. Kirk Boott's views and feelings than I enjoyed ; and I hereby protest against the authority of his name being used for any such purpose. Mr. Kirk Boott was the very soul of honor ; and would he, with a full knowledge of the facts, have recommended Mr. Wright Boott for employments of such trust as the offices of Treasurer of the Lawrence Manufacturing Company, and of the Suffolk Manufacturing Company, and for a confidential mission to England for the Lowell Railroad, and yet have been unwilling that he should be entrusted with \$46,000 of the trust funds of his own family ?

But, after all, was the expected receipt of this money the true motive for calling for Mr. Boott's account ? Mr. Brooks distinctly says so, both for himself and Mr. William Boott, and argues it very much at length. "When the question arose about the heirs joining in a deed of the house, Mr. William Boott thought it, under all circumstances, a proper occasion for him to have an account of the trust property stated," &c. (p. 94.)

The sale of the house was made in April, 1844, and Mr. William Boott's call for the accounts in June, 1844. This coincidence gives a plausibility to the motive assigned by Mr. Brooks. But I shall show that this is a mere after-thought.

In Mr. William Boott's letter to Dr. Boott, March 31, 1844, he says : " In law, my father's estate belongs to his children, subject to mother's life-estate in it. By this, every child has an interest in the good management of the property, and can call upon the judge of probate to remedy any abuses. If the judge's attention is called to this estate, he will find that no accounts have ever been rendered by the executor, and will immediately order him to bring them in, and, on further inquiry, will take the estate out of his hands, and take such other measures as his duty prescribes to him. An appeal to the judge has long been in my mind, as a step that ought to be taken, and is the harsher remedy hinted at above."

And again, in his letter of May 1, 1844 : " I mentioned to you in my last letter, that I should possibly apply to the judge of probate, and have an account rendered by Wright of his executorship, and have the estate entrusted to a more competent person. It now appears that the heirs of my father must sign the deed conveying the house in the Square to the purchasers. I shall not sign it to convey \$46,000 into Wright's hands ; and, as he will be unable to give a deed, he may find it best to give up the trust. This is as effectual a way of effecting my purpose as a direct application to the probate office."

Again, May 14, 1844 : " They have placed Eliza and me in such a position, that we must put ourselves right in the estimation of our friends. Mary, too, wants some one to protect and justify her. The only way in which this can now be done is by taking from Wright the power he has abused."

The motive here assigned, it will be observed, is, not the fear of loss in putting more property into Mr. Wright Boott's hands, but the necessity of justifying himself, Mrs. Lyman, and Mrs. Brooks in the estimation of their friends, and of providing a protector for Mrs. Lyman.

Again, in the same letter : " I have not yet gone to the probate office, to make application for another executor, simply because it has been decided that the heirs must sign the deed of sale of the house, and my refusal to sign will bring the question to a settlement as effectually."

Again, November 15, 1844 : " You may believe that I long for an exhibition of the accounts, that every one may see what sort of a person Wright ever has been."

What becomes of Mr. Brooks's plea, that the leading motive of the call for Mr. Boott's accounts was a fear of the safety of the \$46,000 to be placed in his hands by the sale of the mansion-house ; — and that they " were acting from the truest regard to the best interests of all concerned, and without the slightest feeling of hostility towards Mr. Wright Boott, whose errors they, at this time, set down to a cause not under his own control" ? (p. 83.)

These same letters of Mr. William Boott throw some light on another point, which Mr. Brooks, by insinuation at least, makes matter of charge against me. He quotes a passage of one of Dr. Boott's letters to Mr. William Boott, in which he says : " When you consider that your own accusation of mental unsoundness came with an inevitable feeling of compassion, and a conse-

quent sense of harshness, at the idea of a public exposure, and putting him [Mr. Wright Boott] on trial before a judge, as if his integrity were questionable, you cannot be surprised that *my mother condemns you.*" (p. 141.)

One would think it pretty obvious that Dr. Boott was here referring to letters received from Mr. William Boott, in which such a remedy was hinted at; but what says Mr. Brooks?

"This idea of a public trial was a mere misapprehension; but it must have arisen from a misrepresentation, or, at least, an erroneous statement, by somebody. I do not mean to say that it came from Mr. Lowell. I have never seen his letters; and impute to him nothing more than the evidence discloses. But, that his statements and representations, whatever they may have been, were the responsible source of opinions formed in London, unfavorable to Mr. William Boott and myself, on account of the course we were pursuing, or were supposed to be pursuing, to effect some safe settlement for the family, is a point which Dr. Boott's letters distinctly prove."

If Mr. William Boott's expressed determination, above quoted, to appeal to the judge of probate, who "will take the estate out of his [Mr. Wright Boott's] hands, and take such other measures as his duty prescribes to him," is not a direct threat of bringing his brother to "a trial before a judge," and to "public exposure," and was not "the responsible source of opinions, formed in London, unfavorable to Mr. William Boott," I am ignorant of the purport of language. According to Mr. Brooks, I am to be held accountable, not only for my

own words and actions, not only for the words and actions of all the family who sided with Mr. Wright Boott, but even for the words and actions of Mr. William Boott !

Mr. Brooks, partly, it would seem, to excuse himself for opposing the probate of Mr. Boott's will, and partly to make out his allegation of insanity, has devoted much labor to an analysis of the will itself. He begins, for some reason best known to himself, by attempting to show that it could not have been drawn up by Mr. Boott, though he admits that it expresses precisely the feelings and intentions which governed his mind at the time. If the object of this be to convey an impression that I drew it up for him, I can only say that I never saw or heard of it till after his decease. I believe Mr. Boott to have been fully competent to drafting it himself; and if not, he may have got the technical forms from some other will, or from the books on conveyancing. A more serious question is the propriety and justice of the provisions of the will itself. Mr. Boott left a mother, who was amply provided for, seven brothers and sisters, and the representatives of an eighth. Of these, Mrs. Brooks, from her position, is of course out of the question as a legatee. Without improperly enlarging upon the private affairs of others, I may say that it is known to me, and was so to Mr. Boott, that his brother, Dr. Boott, was to be taken care of from another source, and that neither he, nor Mrs. Wells, nor the family of Mr. Kirk Boott, nor Mr. James Boott, would stand in as much need of his assistance, when his will should take effect, as would Mrs. Ralston. I mean, that, after receiving the

property bequeathed to each of them by their father and by Mr. Wright Boott, Mrs. Ralston would, in all human probability, have less property than any of them.

With respect to Mr. William Boott, it is not necessary, after the above extracts from his correspondence, to allude to him as a probable legatee of his brother; and, if I do not apply the same argument to the only remaining sister, Mrs. Lyman, it is from the motives of forbearance already alluded to.

As, however, Mr. Brooks has enlarged especially upon her case, and on the ground of her losses and sacrifices at the time of the Milldam settlement, I will simply show the state of the partnership accounts between Messrs. Lyman & Ralston.

Mr. William Lyman owed the firm on the

31st of December, 1830, for money taken up by him for his family expenses and other purposes,

34,372.48

And received a credit for Mrs. Lyman's share

in her father's estate, coming from the trust funds, of \$24,904.44 (being one half of the estimated value of Mr. Boott's share in the Foundry, purchased by Messrs. Lyman & Ralston with the reversions of their wives); the value of each reversion, when realized, will be only about \$16,000.

When the partnership was finally dissolved in April, 1833, the balance against Mr. Lyman, for personal advances to him, was 10,991.07 which was forgiven to him by Mr. Ralston.

In addition to this, Mr. Ralston took it upon

himself to pay the outstanding debts of the firm, amounting, after deducting all assets, to \$111,188.22. Mr. Lyman's half of these would be	55,594.11
Add the debt forgiven him, as above,	10,991.07
	<hr/>
	\$66,585.18

making a total of sixty-six thousand dollars that Mr. Ralston had lost by Mr. Lyman.* Yet Mr. Edward Brooks makes it matter of impeachment against Mr. Boott's memory, that he left the bulk of his property to Mrs. Ralston, and this on the extraordinary ground of Mrs. Lyman's sufferings in the Milldam transactions. The whole of that settlement was based on the anxiety of all parties to save Messrs. Lyman & Ralston from bankruptcy; and Mr. Boott was willing, as few men would have been, to sacrifice his own private property to avert that catastrophe. In this he only acted in conformity with that disinterestedness of character and "high, I may say even chivalrous, sense of honor," which Mr. Brooks has attributed to him. Mrs. Lyman and Mrs. Ralston were, on their side, willing to sacrifice their own future independence to attain the same end. It is impossible not to admire, even if we should not have advised, such acts of devotion; and it is unpardonable that they should be turned, without the consent of these ladies, into weapons of attack on the memory of

* It is also notorious, that it was from his connection with this firm in the business of the Milldam Foundry, and not from any mismanagement of his own, that Mr. Boott suffered the loss of a large part of his private fortune.

their own brother, as if he had not been injured, instead of benefited, in his pecuniary circumstances by his connection with their husbands.

It was, then, not only natural, but highly proper, that Mr. Boott should endeavour, by his will, to compensate Mrs. Ralston, in part, for the losses her husband had sustained by his connection with Mr. Lyman.

But Mr. Brooks impeaches the will of Mr. Boott on a different ground ; — that, if it were really his will in September, 1844, yet his pecuniary circumstances had undergone so great a change by the passing of his account in December, that a new act of publication on his part would seem to be necessary, not in law, but in common equity, to establish it as his real will in March, 1845. Such new act of publication, Mr. Brooks says (p. 88) I assert to have taken place by his inclosing his will in a letter to me on the evening of his decease ; and that I take the responsibility upon myself, that such was the fact, when I refuse to produce that letter.

This is perhaps the most ingenious of all the devices Mr. Brooks has resorted to, to compel the production of a letter which I told him from the beginning I felt in honor bound not to produce, except under legal compulsion.

But even this will not answer. Mr. Choate and Mr. B. R. Curtis have seen the letter in question, and are ready to avouch, that it did inclose, and thereby republish, the writer's will.

If it had not, however, it would have been utterly immaterial. For the whole criticism is founded on that old delusion, that Mr. Boott's accounts show a balance due to him of \$25,000, for advances made to the heirs,

whereas they show only \$3,700 so advanced, and, of course, with a property of his own of \$48,000, such an addition would hardly be motive enough for making a new will.

It may be asked, why, if Mr. Boott viewed the debt due to me for the estate of Jonathan Amory, as secured by stocks lawfully in my possession, and as a debt, moreover, which the heirs were in honor bound to protect, he should have provided by his will, that I might pay myself that debt out of his reversionary property. The reason was probably this :

It had come to his knowledge, that Mr. Brooks had so far forgotten himself, as publicly to assert that I had no legal claim to that debt, on the ground of the form in which it stood secured, — a form existing solely in virtue of his own interposition in May, 1831.

I find that Mr. James Boott sent to Mr. Wright Boott a letter from Mrs. Brooks to Dr. Francis Boott, dated July 15, 1844, in which she says: “The debt to Mr. Lowell is, or was three weeks ago, still unpaid, and fifty shares of the Merrimack Company are still pledged to Mr. Lowell as security, whilst in fact Mr. L. cannot *legally* * recover one cent. Edward has never till lately mentioned these circumstances to any one, and had no disposition to make any trouble on that account, if the rest of the heirs were satisfied.”

“No disposition to make any trouble” about an arrangement many years before proposed, nay, insisted upon, by himself, and in which Mr. Boott and I had merely acquiesced !

* Whenever words are italicized in my quotations, they are so in the original document.

Mr. Boott expressed to me his indignation at what he was pleased to designate as the unparalleled baseness of these intimations with respect to my debt, though he did not tell me that he had taken measures to avert any possible ill consequences to me, by his will.

The readers of Mr. Brooks's pamphlet will remember that, in the Appendix (p. 47), is inserted a letter from Mrs. Brooks to her mother, dated December 11, 1844. In this she says, in reference to the same subject: "Mr. Chadwick met Mr. Brooks, and told him that Mr. Lowell had reconveyed them [the manufacturing stocks] to Mr. Boott; thus publicly acknowledging he had no right to hold them." Mrs. Brooks authorizes and requests her mother to communicate what she has asserted to me. Mrs. Boott accordingly sent that letter out to me. I was, however, so anxious to do every thing in my power to soothe, rather than exasperate, the feelings of the parties towards each other, that I never informed Mr. Boott, that I had received such a letter, or that I had vindicated him from the aspersions it contained.

I have now, I believe, answered all the charges deserving of notice, brought against the memory of my friend.

How stands the case between Mr. Brooks and Mr. Boott?

There are two leading allegations which make up the basis of Mr. Brooks's attack.

1. The charge of mismanaging and wasting the property.

2. The charge of insanity.

It is remarkable that, on each of these points, a full and fair inquiry, before the competent and legally established tribunals, has been tendered, by Mr. Boott in the one instance, and by myself in the other, and has been declined. I say *tendered*, with a full appreciation of the import of that word.

1. With respect to the accounts. Mr. Boott had received and put on record, many years before, a full discharge by the heirs of all demands upon himself as executor of his father's will. He had nothing, therefore, to do, when summoned to render his accounts, but to exhibit this discharge, and show his investment of the trust funds, and his mother's acknowledgment that she had received, or authorized the expenditure of, the income. His position would have been thus perfectly impregnable. But he had been charged, behind his back, with having mismanaged and wasted the estate; a mere technical immunity would not suit his lofty spirit; his honor was implicated, and it was dearer to him than life. He chivalrously threw aside the ægis of his discharge. He tendered a full account of his stewardship. He defied his assailants to the proof. The gauntlet, thus thrown down, Messrs. Brooks and William Boott did not see fit to take up.

I am aware that this is alleged to have been the result of a compromise. I do not know what sort of a compromise that is, where one side gives up every thing and the other nothing, — literally nothing; for, as to Mr. Boott's declining, as he did, to accept the trusteeship, I had said to Mr. Loring, before the accounts were presented at the probate office, that I should advise Mr. Boott, as soon as they were passed,

to give up all charge of the property in order to avoid any future collision.

It is also said, that this compromise was made by them for the sake of peace. Was this indeed so? Is there a breathing of the gentle spirit of peace in Mr. William Boott's letters above quoted, or in Mrs. Brooks's letter (for the facts of which Mr. Brooks tells us he is himself responsible), addressed to her mother, December 11, 1844, (App. p. 47) the very day, be it remarked, of the settlement, as appears by Mr. Brooks's letter to me above quoted? (*ante*, p. 191.) At the very hour when her husband was yielding so much, if we may believe him, for the sake of peace, Mrs. Brooks was penning these sentences about her own brother, addressed to his and her mother: "And how has Mr. Boott fulfilled the sacred trust of a dying father? By wasting the estate he toiled so hard to earn; by heaping insults and injuries on the family, and, when we could no longer submit to his wrongs, as for your sake we had done for years, he sets us at defiance, and forbids our entering our father's house, even to see in her own room a widowed sister, in her state of destitution and sorrow."

Will any one, after reading the above sentences, written on the very day of the supposed compromise, and recurring to Mr. William Boott's expressions a month before, "You may believe how I long for an exhibition of the accounts, that every one may see what sort of a person Wright has ever been," — will any one believe, that, feeling and writing thus, they would not have disputed Mr. Boott's accounts to the utmost, if they had entertained the slightest hope of doing it with success?

Contrast this fear of approaching that investigation, with Mr. Boott's conduct in throwing aside the protection of a discharge, and voluntarily tendering his accounts to their scrutiny. Would he have so acted, unless under the perfect confidence that the accounts were true, and could be established?

Would they, on the other hand, after repeatedly charging Mr. Boott with having squandered his father's estate, have allowed an account to be passed, showing not only that he had accounted for all he had received, but that he was under an advance to the heirs of \$3,700? Still more, if they believed the advance he claimed, to be, as they now interpret it, \$25,000? Would they have allowed it on any ground, consistent with the principles of human action, but that of sheer necessity?

If, however, it had been a compromise, and for the sake of peace, was it not the basis of that compromise, that Mr. Boott's accounts should not be disputed? Whence then does Mr. Brooks derive authority, in the court of conscience, to dispute them now? Does he suppose, that to Mr. Boott, with his high feeling of honor and quick sensitiveness, it was the material result of the accounts, the paltry \$3,700 he claimed as his due, that was of interest? Was it not rather to wipe off the imputation on his character, that he now claimed investigation, because "to bear a brand of dishonor, he could not contemplate with composure?" It was indeed to Mr. Boott a question of more than money;—it was a question of life. And by every principle of honor, and humanity, and fair dealing, he was as much entitled to the benefit of that compromise, if compromise it were, at the bar of public opinion, and

after his death, as when alive and claiming the final allowance of his account before a court of probate.

2. On the question of Mr. Boott's sanity, I have said that I tendered to Mr. Brooks and Mr. William Boott that issue before the competent tribunal.

On the hearing before the probate court, after the judge had ruled the points, there raised, in my favor, the learned counsel, who appeared for the remonstrants, stated that he would withdraw all further opposition in their behalf individually, and enter an appeal to the Supreme Court in the name of Edward Brooks, trustee under the will of Mr. Kirk Boott, of Lowell. This announcement was certainly an astounding one. Mr. Kirk Boott died eight years before his brother, and of course could not be one of his heirs-at-law. Was this a blunder? It certainly seemed to me hardly credible that it was so, after several months of preparation, with the aid of counsel, whose learning and astuteness are well known. Was it not rather a nominal appeal, of which it was expected that I should take advantage to defeat them at the trial? It might then have been said, that they had been ready to meet the question before the Supreme Court, and that I had evaded it on merely technical grounds. A better apology might thus have been afforded for Mr. Brooks's appeal to the public.

However this may have been, I had it evidently in my power to secure the establishment of Mr. Boott's will, by simply allowing them to appeal, in the form they had themselves proposed. But I remembered what Mr. Boott himself would have wished me to do under such circumstances; and, following his own precedent,

I threw aside the immunity thus offered to me, and informed the court, that the appeal in that form would not lie. The appeal was then entered in the name of Mrs. Mary Lyman.

I thus voluntarily tendered to Mr. Brooks and Mr. William Boott, the trial of the issue of Mr. Wright Boott's sanity, before the Supreme Court, where each party would have had the benefit of compelling testimony and cross-examining witnesses.

Mr. Brooks and Mr. William Boott constituted themselves witnesses by assigning their interest in Mr. Boott's property to Mrs. Lyman; and I did the same thing by resigning the executorship, and assigning my legacy of books and plants to the residuary legatee, Mrs. Ralston.

I never had, however, any belief that they would meet the investigation. All the proceedings before the probate court had satisfied me, that the object aimed at, was to coerce me to produce Mr. Boott's letter, and that no serious expectation was entertained of disturbing the will. The same influence (that of Mr. Brooks himself and Mr. William Boott) (p. 11) that had induced Mrs. Lyman to place herself in so very false a position, as to be the appellant on the probate of her brother's will, on the ground of insanity, after having sworn, at the inquest, that she did not believe, and never had believed, him to be insane,—that same influence would be abundantly competent, at the proper moment, to induce her to withdraw.

Mr. Brooks denies having, "on his own part," advised her to do so; whether Mr. William Boott advised it

or not, we are not informed; but it is not material; for, whether I was right or wrong in the grounds of my expectation, Mrs. Lyman did withdraw her appeal before the case came on for trial. Whatever might have been her motives, — whether she took this step of her own free motion, or not, — one thing is certain, that I offered to meet this question, in the most unexceptionable form, and before the tribunal pointed out by law for determining it. It is equally certain, that it was in the power of the adverse party to meet it, if they had seen fit. For Mr. Brooks and Mr. William Boott might have made the appeal in their own names, and so have controlled the question of its final hearing. And, if it was deemed essential to their case, that Mr. William Boott should constitute himself a witness against the memory of his own brother, Mr. Brooks might have appealed alone.

They have voluntarily thrown away these opportunities; and every principle of common sense and right feeling will pronounce them to be as completely barred from challenging an inquiry before the public, as the principles of law and equity pronounce them to be barred from a further hearing before the tribunals of their country.
